Amendment No. 1
To
Contract No. NA160000187
For
Rapid Response Remediation Services and Transportation
and Disposal of Non-Hazardous Solid and Liquids
Between
TAS Environmental Services, LP
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 19, 2019 through September 19, 2020. Two options will remain.

2.0 The total contract amount is increased by $48,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/19/2016 – 09/18/2019	$145,500.00	$145,500.00
Amendment No. 1: Option 1 – Extension 09/19/2019 – 09/18/2020	$48,500.00	$194,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 08/07/2019

Printed Name: Ed Genovese
Authorized Representative

TAS Environmental, LP
101 Dandelion Trail
San Marcos, Texas 78666
(210) 496-5310
kkoenreich @taslp com

Sign/Date: 9-4-19

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

September 16, 2016

TAS Environmental Services, LLP
Attn: Randy O'Connor, Sr. Project Manager
3929 California Parkway E
Fort Worth, TX 76119

roconnor@taslp.com

Dear Mr. O'Connor:

The Austin City approved the execution of a contract with your company for rapid response remediation services in accordance with the referenced solicitation.

Responsible Department:	Watershed Protection Department
Department Contact Person:	Josephine Archer
Department Contact Email Address:	Josephine.archer@austintexas.gov
Department Contact Telephone:	512/974-9735
Project Name:	Rapid Response Remediation Services and Transportation and Disposal of Non-Hazardous and Hazardous Solid and Liquids
Contractor Name:	TAS Environmental Services, LLP
Contract Number:	NA160000187
Contract Period:	09/19/2016 through 09/18/2019
Dollar Amount	$145,500
Extension Options:	Three 12-month
Requisition Number:	RQM 6300 16011100194
Solicitation Type & Number:	IFB No. STA1176
Agenda Item Number:	N/A
Council Approval Date:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Stephen T. Aden, Sr.
Corporate Purchasing Manager
City of Austin
Purchasing Office

cc: Josephine Archer, WPD

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
TAS ENVIRONMENTAL SERVICES LLP ("Contractor")
for
RAPID RESPONSE REMEDIATION SERVICES AND TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND HAZARDOUS SOLID AND LIQUIDS
CONTRACT NO. NA160000187

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between TAS Environmental Services LLP having offices at Fort Worth, TX 76119 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number STA1176.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), STA1176 including all documents incorporated by reference

1.1.3 TAS Environmental Services LLP Offer, dated 8/16/16, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $145,500 for the initial Contract term and $48,500 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 N?A

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Stephen T. Aden, Sr.
Printed Name of Authorized Person


Signature

Purchasing Manager Corporate
Title:

September 16, 2016
Date:

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: STA1176

DATE ISSUED: July 25, 2016

REQUISITION NO.: 6300 16011100194

COMMODITY CODE: 92645

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Stephen T. Aden
Corporate Purchasing Manager

Phone: (512) 974-2002
E-Mail: steve.aden@austintexas.gov

Kimberely Scannell
Buyer II

Phone: (512) 974-2261
E-Mail: Kimberly.scannell@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: RAPID RESPONSE REMEDIATION SERVICES AND TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND HAZARDOUS SOLID AND LIQUIDS

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM; August 16, 2016

BID OPENING TIME AND DATE: 2:15 PM; August 16, 2016

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # STA1176	Purchasing Office-Response Enclosed for Solicitation # STA1176
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, 1 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	
0500	SPECIFICATION	13
ATT A	WALLER CREEK TUNNEL DETAILS	2
0600	BID SHEET – Must be completed and returned with Offer	8
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: TAS Environmental Services

Company Address: 3929 California Parkway E.

City, State, Zip: Fort

Federal Tax ID No. [redacted]

Printed Name of Officer or Authorized Representative: Randy O'Connor

Title: Sr. Project Manager

Signature of Officer or Authorized Representative:

Date: 8/16/16

Email Address: roconnor@taslp.com

Phone Number: 817-535-8197

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS**: The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB NO. STA1176

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Wednesday, August 3, 2016 to steve.aden@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.
(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection
Attn:	Josephine Archer
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **LIVING WAGES:**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is $13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of

the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

9. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 40%	
Database Name: Employment Cost Index	
Series ID: CIU20200000000001	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Wages and salaries for Private industry workers in All industries and occupation, Index.	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or $ of Base Price: 60%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU484220484220	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other specialized trucing local	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price

Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Josephine Archer

Watershed Protection, Purchasing

512/974-9735

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR
RAPID RESPONSE REMEDIATION SERVICES AND
TRANSPORTATION AND DISPOSAL OF
NON-HAZARDOUS AND HAZARDOUS SOLID and LIQUID WASTES
FOR WALLER CREEK TUNNEL

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This purchase specification sets forth the minimum requirements for rapid response remediation services, and for the characterization, packaging, transportation, and disposal of hazardous and non-hazardous waste, including solid liquid and gasses found at the City of Austin, Waller Creek Tunnel Facility (**Facility**.) The City of Austin Watershed Protection Department (**City**) invites bids from qualified firms, (**Contractor**) desiring to provide these services. The Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit firm, fixed prices for all services deliverable under the terms of this solicitation.

1.2 Classification

The City requires rapid response remediation services for hazardous and non-hazardous spills or releases (**Materials**) at the Facility. Also required are the services for sorting, packaging, lab-packing, characterizing, profiling, manifesting, transporting, recycling, waste treatment and/or ultimate disposal of hazardous waste from spills or releases found at the facility.

These spills are those where a responsible party cannot be identified, cannot or will not respond, or when the spill necessitates immediate action. Most of the spills are expected to be petroleum spills from traffic accidents, and illegal dumping. However, the Contractor shall be able to respond to any and all hazardous and non-hazardous material spills to land or water at the facility.

Materials may include common items such as petroleum products, gasses, or batteries, and paint. These items are typically not treated as unknowns. Other common items include, but are not limited to pesticides, solvents, thinners, acids, flammable liquids, corrosives, and bulk chemicals. Materials may also consist of unknown gasses, liquids and solids. Disposal of soil or sorbent material contaminated with the above Materials may also be required.

Though the exact volume and frequency of service cannot be determined, the City contemplates establishing a contract with an initial term of thirty-six (36) months in the amount of $145,500, with one (1) Contractor. In addition there will be three (3) each twelve (12) month extension options, each with an annual amount of $48,500.

2.0 DEFINITIONS

2.1 Response (respond) shall be defined to mean the Contractor's physical presence at the spill site or waste pickup/recovery site, fully prepared to perform the services as described in this specification.

2.2 The Facility starts at 14th Street and runs to the Colorado River. It is a 26 foot diameter tunnel, 5,600 feet in length that will divert over 8,000 CFS of flood water 70 feet below ground (see Attachment "A").

2.3 Rapid Response shall be defined as a level of response for spill events and other rapid remediation emergency events. The Contractor shall respond on-site with supervisory personnel to assess remediation needs no later than one and one-half (1.5) hours after notification by City. The Contractor's equipment and personnel shall be available twenty-four (24) hours a day, 365 days a year. The Contractor shall to respond with equipment noted in sections 4.2 and 4.3 below, and have sufficient personnel to operate that equipment within three (3) hours of notification by the City.

2.4 Standard Response shall be defined as a twenty-four (24) hour response for Materials abandoned at the Facility when no spill involved. The Contractor shall respond with all equipment and personnel necessary to recover from site, securely package, profile and transport and ultimately dispose of Materials.

2.5 Scheduled Response shall be defined as a level of response for the removal and disposal of Materials that have been collected by City employees and transported to a City storage facility. The Contractor shall respond with all equipment and personnel necessary to securely package, profile and transport and ultimately dispose of Materials as soon as possible but no longer than thirty (30) calendar days of notification by the City.

3.0 APPLICABLE SPECIFICATIONS

3.1 The Contractor shall perform the work in strict accordance with all applicable Federal, state, and local statutes, regulations, rules, and ordinances, including, but not limited to, those pertaining to 1) health and safety, 2) the environment, and 3) employer-employee relations. In the event that a conflict exists between a Federal, state or local statute, law, rule, regulation, or ordinance, the more stringent standard shall apply. Reference in this specification to a statute, law, regulation, rule or ordinance does not relieve the Contractor from its obligation to comply with any and all other unspecified statutes, laws, regulations, rules, or ordinances which are applicable to performance of the referenced task

3.2 All statutory and regulatory provisions which may subsequently be enacted and which are applicable to the performance of any resulting contract, are hereby incorporated by reference as additional terms of any resulting contract, and shall be enforced as though the same were included specifically herein. The Contractor shall be responsible for determining the laws, rules, ordinances, regulations, orders or other legal requirements imposed upon its activities hereunder.

3.3 If the Contractor observes that any contract documents or provisions are at variance with such laws, ordinances, rules, regulations, and orders in any respect, the Contractor shall immediately notify the City in writing, and any necessary changes will be made by appropriate modification. If the Contractor performs any work to the contrary of such laws, rules, ordinances, regulations, and orders, the Contractor shall bear the full responsibility and cost attributable to such performance, and shall indemnify and hold the City harmless from all resulting cost, loss, expense or liability.

3.4 The latest revision of the following regulations or standards.

3.4.1 United States Toxic Substances Control Act (**TSCA**); 40 CFR 761; includes PCB contaminated waste handling, storing, manifesting, transporting, disposing, spill cleanup, and record keeping requirements.

3.4.2 United States Occupational Safety and Health Administration (**OSHA**) Regulations for Hazardous Materials Workers; 29 CFR 1910 Sections 106, 120, 133, 134, 144, workers entering confined spaces, and all other applicable sections.

3.4.3 United States Department of Transportation (**USDOT**) Regulations related to the transportation of hazardous materials; 49 CFR 100 - 199.

3.4.4 United States Environmental Protection Agency (**EPA**), Office of Solid Waste and Emergency Response, "Test Methods for Evaluating Solid Wastes", Publication SW-846.

3.4.5 United States EPA Resource Conservation Recovery Act (**RCRA**); 40 CFR 279 and 40 CFR 266 related to used oil, and 40 CFR 260 through 270 related to hazardous wastes.

3.4.6 30 Texas Administrative Code (TAC) Section 335; State of Texas Hazardous and Solid Waste Regulations.

3.4.7 30 TAC, Sections 330.1004 - 330.1009; State of Texas Medical Waste Regulations.

3.4.8 Texas Hazard Communication Act, Texas Revised Civil Statutes Annotated 5182B, Texas Department of Health.

3.4.9 And any other applicable Federal, state, or local law, ordinances, rules or regulations.

4.0 PERFORMANCE REQUIREMENTS, GENERAL

4.1 The Contractor and employees shall be trained in and thoroughly familiar with the use of the **Unified Command System** as required by EPA, OSHA, NIMS, and the Super-Fund Amendment and Reauthorization Act of 1986 (**SARA)**

4.2 The Contractor shall have sufficient equipment to decontaminate all equipment and personnel in a safe and effective manner including containers and other materials generated during the process. Vehicle use and cleaning shall be in accordance with all applicable regulations. All vehicles, especially vacuum trucks, used on City projects shall be properly cleaned between uses to prevent cross contamination and or reactions of incompatible Materials.

4.3 Minimum Required Response Capabilities

4.3.1 The Contractor shall have sufficient equipment immediately available, with two (2) days to contain and remediate at a minimum a 500 gallon spill of petroleum or other chemicals/pollutants to surface waters, including skirted booms appropriate for narrow or wide flowing waterways, sorbent booms, sorbent pads, skimmers and any other necessary equipment. The Contractor shall have available equipment capable of performing hazardous waste Level A and B operations.

4.3.2 The Contractor shall have sufficient equipment immediately available to excavate contaminated soil to a depth of eight (8) feet, and a volume of 100 cubic yards within eight (8) hours of commencement of remediation activities.

4.3.3 The Contractor shall have sufficient equipment immediately available to transport a minimum of 100 cubic yards of contaminated soil or sediment on site, to storage area, or final disposal facility agreed upon by both the Contrator and the City within twelve (12) hours of completion of excavation.

4.3.4 The Contractor shall have on-hand sufficient materials to overpack twenty (20) fifty-five (55) gallon drums.

4.3.5 The Contractor shall promptly provide, within one (1) day vacuum truck services sufficient to remove 8,000 gallons of Materials such as paint waste,chemical cleaning materials, waste oil, and liquid and sludge from oil-water separators, and all other liquid wastes and creek water contaminated with these Materials either from the site of the spill (which may include pumping from creeks, creek side inlet shafts, confined spaces, storm sewers, tanks, etc.). The Contractor shall be able to provide on site containers sufficient to temporarily store up to a minimum of 20,000 gallons of hazardous or nonhazardous liquids.

4.3.6 In the event that a spill incident exceeds the capacity of the equipment and personnel denoted above, the Contractor shall, with the prior approval of the City, hire City approved subcontractors to provide additional equipment and personnel so that the Contractor shall meet the specifications herein.

4.4 Spill Responsibility

4.4.1 The Contractor shall be responsible for all costs associated with any spills which occur during remediation or transport of Materials or any other action while performing the specified work by the Contractor or its agents to the City's designated storage site or a final disposal facility. At no cost to the City, the Contractor shall contain, remediate, and restore the site of the spill to pre-spill conditions in accordance with applicable Federal, state, and local regulations, and, if on City property, in accordance with City requirements. The Contractor shall be responsible for any and all costs associated with the remediation of any hidden contamination discovered to have been the result of their spill, and shall be the generator of the Materials they spill.

4.4.2 In the event of any large Contractor generated spill, uncontrolled release, or any spill which may threaten public safety or the environment, the Contractor shall **immediately contact the Austin Fire Department by calling "911".** The Contractor shall notify the City within one (1) hour of the spill, and shall be responsible for notifying the appropriate state and Federal agencies in accordance with all applicable regulations.

4.4.3 A written report shall be submitted by the Contractor to the City identifying the substance, associated profile number, quantity released, reportable quantity for the substance, agencies notified and representatives contacted, and remediation performed. The report shall be a narrative summarizing all on-scene activity, initial remediation, and shall advise if long term remediation is required. The written report shall be submitted to the City within seven (7) calendar days of the event, and supplemented with follow up reports until the incident is closed out to City's satisfaction.

4.5 Safety

4.5.1 The Contractor shall comply with all applicable Texas Hazard Communication Act requirements, OSHA laws and regulations, training requirements established by 29 CFR 1910.120 relating to hazardous waste operations and safety practices as they relate to the operations of any resulting contract. The Contractor shall be responsible for job site safety and for the safety of its employees and agents including a job site safety plan. The Contractor shall provide, have on hand and properly maintain, at no additional cost to the City, necessary personnel protection equipment, such as, but not limited to, OSHA-approved footwear, eye protection, hard hats, respiratory protection, safety belts, and harnesses, and such other health and safety-related apparel as may be required by statute, regulation, rule, ordinance, or job site conditions, and ensure that all employees are thoroughly trained in use of the equipment. The Contractor shall also ensure that all equipment and clothing are maintained in a clean and sanitary condition, and shall not be shared between employees.

4.5.2 The Contractor shall conduct initial exposure monitoring to establish worker zones and the appropriate level of personal protective equipement, and perform additional exposure monitoring as needed to ensure the adequate protection of on-site personnel and the general public.

4.5.3 The Contractor shall be responsible for job site safety. During performance of the specified work, the Contractor shall provide and maintain all passageways, guard fences, lights, and other protective measures required by applicable law, regulation, rule, ordinance, or local conditions. The Contractor is responsible for continuously monitoring safety conditions on the job site to determine if it is safe and suitable for performance of the work. If the Contractor believes that an unsafe condition exists on the job site directly or indirectly affecting the Contractor's performance of the work, the Contractor shall either 1) correct the unsafe condition prior to performing the work, or 2) ensure that the party responsible for the condition corrects such condition before performance of the work. Immediately notify Contract Manager reqarding any unrectifiable unsafe conditions.

4.5.4 The Contractor shall, when required by state and Federal regulations or upon request by the City, have a specific Safety and Health Plan on site and shall present and discuss the plan with the City prior to beginning work. The Contractor shall, at all times, have a generic Safety and Health Plan on site.

4.6 Licenses and Permits

4.6.1 The Contractor shall have all applicable licenses and permits necessary to perform the work required under this specification prior to award, and make such licenses and permits available for inspection by the City. The Contractor shall provide a letter identifying all such licenses and permits with their submittal package. At any time during the life of any resulting contract when such licenses and permits are expired, amended, renewed or replaced, the Contractor shall provide a letter notifying the City of such within thirty (30) calendar days prior to the expiration, amendment, renewal, or replacement.

4.6.2 The Contractor shall be licensed and bonded to perform excavations in City right-of-way, and shall maintain that license throughout the term of any resulting contract. Contractor shall obtain all required ROW permits and perform all temporary traffic control requirements. The Contractor shall provide the City immediately notification of a lapse in their license and bond, and remedy the situation within thirty (30) calendar days

4.6.3 The Contractor shall provide proper notification to "One Call" prior to any digging.

4.6.4 The Contractor shall be responsible for obtaining all necessary permits for any work carried out under this contract. All work shall comply with the City's Land Development Code requirements, especially with respect to erosion and sedimentation controls and tree protection. The Contractor is responsible for contacting appropriate City departments and correctly interpreting and implementing any required activities.

4.7 Independent Contractor

The Contractor shall act as an independent contractor, not as an agent of the City, and shall be responsible for compliance with regulatory requirements and services provided. The services performed by the Contractor shall be subject to City's review, inspection, and approval, but the detailed manner and method of performance shall be under the control of the Contractor. The accuracy, completeness, and application of proper methods are entirely the responsibility of Contractor.

5.0 PERFORMANCE REQUIREMENTS, RAPID RESPONSE REMEDIATION

5.1 **Overview:** For each project, the Contractor shall not invoice for more than one (1) "Project Manager" or "Supervisor" at a time or more than two (2) "Technicians" without prior verbal approval of the City.

5.2 **Response Time:** The Contractor shall respond on-site in accordance with one (1) of three (3) levels of response (as defined in paragraph 2.3, 2.4 and 2.5 above) to be determined by the City and communicated by the City to the Contractor at the time of notification.

5.3 **Written Estimate**: The Contractor shall provide a written cost estimate for City's written approval prior to beginning work. In the event that the nature of the incident requires that work begin before a written estimate can be provided, the Contractor may begin work with verbal approval of the City.

5.4 **Site Assessment (Sampling):** The Contractor shall perform all sampling necessary for sufficient site assessment and verification of adequate remediation as directed by the City. The Contractor shall have equipment and personnel available to sample known and unknown materials, surface water, sludge, sediment, surface soils, and subsurface soils to a depth of eight feet (8'). Samples shall be handled and stored in a manner in accordance with TCEQ and the EPA protocols and methods.

5.5 **Sample Analysis**: If requested by the City, the Contractor shall provide all sample analysis necessary for adequate site assessment. Analysis of samples shall be performed by a TCEQ certified laboratory using standard EPA protocols. Copies of all sample results shall be provided to the City as soon as possible but within two (2) weeks of testing. Rush processing of samples shall be done only with prior written approval from the City.

5.6 **Materials Handling**: In an emergency situation, the Contractor shall perform material handling activities in such a way as to minimize the quantities of Materials to be disposed to the maximum extent possible (e.g., recycling or other Material minimizing techniques.)

6.0 PERFORMANCE REQUIREMENTS, TRANSPORTATION AND DISPOSAL

6.1 Overview

6.1.1 The Contractor shall supply all necessary supervisory staff, technical personnel, labor, equipment, and materials to properly secure, characterize, profile, package, manifest, mark, label, load for transport, transport, and ultimately dispose of the Materials, in accordance with applicable Federal, state and local requirements.

6.1.2 The Contractor shall maintain and affix the appropriate placards to each vehicle prior to leaving the work site in accordance with USDOT regulations.

6.1.3 Whenever possible, the Contractor shall make every effort to remove Materials for disposal immediately or as soon as possible.

6.1.4 The Contractor shall obtain prior approval from the City for price for transportation.

6.2 Waste Characterization

6.2.1 When warranted and agreed upon by the Contractor and the City, the Contractor shall perform all analytical services necessary for characterization and profile of waste for disposal within thirty (30) calendar days of being notified by the City that a scheduled pickup is required.

6.2.2 The Contractor shall prepare and process a material waste profile for each type of Material being presented for disposal. The Contractor shall adequately classify, identify, and segregate waste for proper transportation and disposal.

6.2.3 The Contractor shall characterize waste for transport and storage purposes in the field using HAZCAT (classify and identify) techniques.

6.3 Waste Transport Preparation

6.3.1 The Contractor shall prepare packages for shipment in accordance with Federal (especially EPA and USDOT regulations regarding packaging, labeling, and placarding (40 CFR Parts 171-180)), state, and local regulations and requirements, and may need to overpack or re-pack some containers. When Materials are brought to the City's storage facility by the City, the Materials will likely be in various types and sizes of containers which may include commercial packaging and/or USDOT shippable containers. Containers are not guaranteed to be full and may range in size, including but not limited to: vials, one-half pint cans, cardboard, or bottle containers, one (1) quart bottles or can containers, one (1) gallon containers, five (5) gallon containers, thirty (30) gallon and fifty-five (55) gallon containers, eighty-five (85) gallon overpack containers, and bulk tanks of product.

6.3.2 The Contractor shall segregate small quantity Materials according to compatibility and shall not batch non-hazardous/non-regulated material with Materials that are either discarded commercial chemical products, off-specification species, container residues, or spill residue (P or U listed items), or Materials which exhibit a characteristic of a hazardous waste, or is a Class 1 industriacl waste as defined by the TCEQ.

6.3.3 The Contractor shall prepare a lab pack/commodity pack list for each container containing the following information: date of collection, unique ID number assignment for each container, project name, TCEQ waste codes, treatment standards, reference to the associated manifest number and line number on the manifest, and name, address and phone number of final treatment facility. This information shall be provided to the City, either prior to or at the time of removal of the Material. The inner container, packaging material, and outer container shall be disposed in manner that complies with 30 TAC § 335.1 et seq. and RCRA, 42 U.S.C. § 6901 et seq., and any other applicable regulations.

6.4 **Materials Transportation**

6.4.1 The Contractor shall be a registered hazardous waste carrier shall have an EPA identification number (40 CFR 263.11), and shall be registered with TCEQ. The transportation of Materials shall be performed by a licensed, insured, and permitted transporter. The transporter shall have the necessary permits to carry the Materials intrastate or interstate. The containment mechanism utilized by the Contractor or Sub-Contractor to transport the Materials shall comply with USDOT regulations 49 CFR 100-199, and hazardous waste transportation rules 40 CFR Part 263. The Contractor shall immediately supply proof of successful training upon request by City. The Contractor shall maintain a current EPA identification number (40 CFR 263.11) and current TCEQ registration throughout the term of any resulting contract.

6.4.2 The Contractor shall provide personnel who are trained in accordance USDOT Hazardous Material Regulation 49 CFR 100-199.

6.4.3 The Contractor shall provide for review by the City the properly signed manifest, shipment forms, and all associated paperwork involving each shipment as required by applicable regulations 40 CFR 262, Subpart B, and 30 TAC 335 prior to transporting the industrial wastes off-site.

6.4.4 The Contractor shall provide the City with a copy of the manifests, certificates of final disposal, and other relavent documents involving each shipment within thirty (30) calendar days of occurrence to the address listed below:

City of Austin, Watershed Protection Department
PO Box 1088
Austin, Texas 78767
Attn: John Beachy

6.4.5 Materials may either be transported directly to final disposal facilities or to temporary storage facilities as circumstances require and agreed upon by both City and Contractor.

6.4.6 If not transporting Materials directly to final disposal facility, the Contractor shall transport the Materials from the temporary storage facility or Right-of-Way as soon as possible but no longer than thirty (30) calendar days after completion of characterization or incident, or as otherwise determined by the City (e.g., ROW permit.) These time periods shall not exceed limits established by applicable Federal, state , and local law.

6.4.7 For scheduled responses the Contractor shall notify the City at least seven (7) calendar days prior to removing the Materials in order to obtain an approved schedule for waste pickup, unless otherwise approved by City.

6.4.8 The Contractor shall be responsible for design and implementation of a transportation hazardous materials security plan as required by 49 CFR part 107, 171, 176, 177.

6.4.9 The Contractor shall be responsible for Materials being properly loaded onto the transportation equipment unless other provisions are specified in writing by the City. If Contractor fails to bring appropriate equipment, they shall leave and return promptly with that appropriate equipment, and without additional charges to the City. The Contractor shall be responsible for assuring that the loaded Materials do not exceed weight limits for the transport vehicle, and that loading equipment be available for all truck bed heights or configurations. The Contractor shall attach weight tickets with the approximate net weights for each waste item for each shipment as part of the shipment records provided to the City. The Contractor shall store items in accordance with 40 CFR 264, 265, 268, and 270, and any other applicable regulations.

6.4.10 The Contractor shall use reliable inventory control to ensure proper record-keeping and manifesting of Material shipments.

6.5 Disposal

6.5.1 The Contractor shall seek reuse and recycling of Materials for disposal whenever practical, following all applicable regulations, and be able to demonstrate that this resolution was sought. Documentation for recycling/reuse shall be made available at City's request. The Contractor shall make final disposal of the Materials as soon as possible but within three (3) months from the time the Materials are removed from the site. As mentioned in paragraph 6.4.3 and 6.4.4 above, the Contractor shall provide a Certificate of Final Disposal to City indicating the date, location and method of final disposal within this same time frame. Exceptions to this time frame may be granted by City on a case by case basis.

6.5.2 The Contractor shall ensure that the Materials are treated and disposed of in accordance with the Federal Resource Conservation and Recovery Act (RCRA) as amended by the Solid Waste Amendments of 1984 and imposed by the hazardous waste regulatory authority(ies) of jurisdiction, and applicable state law. The treatment and disposal of the Materials shall be performed only at facilities that have been issued operating status (Part B permit). An exception to this requirement shall be for boilers and industrial furnaces. Class 1 waste shall be disposed of at a facility permitted to accept Class 1 waste.

6.5.3 All disposal sites and treatment methods used by the Contractor under this contract shall be approved in advance by the City prior to commencement of work. Any change in disposal site or treatment method without first obtaining prior approval of the City shall constitute a material breach of the provisions of any resulting contract.

6.5.4 The Contractor shall be responsible for any extra costs for disposal of Materials that become mixed with any inappropriate residual chemical contaminant in a transport vehicle.

6.6 The Contractor shall be responsible for determining the applicable law, including but not limited to the following:

6.6.1 Landfills: Treatment or disposal of Materials in land treatment units shall be in compliance with 40 CFR 264, Subpart M - Land Treatment § 264.270 through § 264.283, and Subpart N-Landfills, § 264.300 through §264.317, and 30 TAC Subchapter F §§ 335.151 - 335.183, or a State with RCRA hazardous waste program authorized under Subpart A or Subpart B of Part 271and any other applicable regulations. The Materials applied to the treatment zone shall completely degrade, transform, or immobilize the hazardous constituents within the treatment zone.

6.6.2 Lab Packs: The lab packs shall be disposed in accordance with 40 CFR § 264.316 and 40 CFR § 268. Materials not identified in either Appendix IV or Appendix V of Part 268, which are being disposed of in a lab pack, are subject to pre-disposal treatment standards.

6.6.3 Incineration: Treatment or disposal of Materials at an incinerator shall be conducted at a Treatment, Storage, Disposal Facilities (TSDF) in compliance with 40 CFR, Part 264, Subpart O - Incineration, § 264.340 through § 264.351, and 30 TAC Subchapter F §§ 335.151 - 335.183, or a State with a RCRA hazardous waste program authorized under Subpart A or Subpart B of Part 271. The Materials shall be destroyed and/or removed to an efficiency (DRE) of 99.99 percent or better in accordance with 40 CFR § 264.343. Any residue including, but not limited to, ash, scrubber waters, scrubber sludge shall be managed in accordance with 40 CFR §§ 262-266. The TSDF shall ensure that all residues meets applicable treatment standards as defined in 40 CFR § 26.

6.6.4 Energy Recovery: Treatment and disposal of Materials at "existing" boilers and industrial furnaces that burn hazardous waste shall meet the requirements of 40 CFR § 266.103, 40 CFR 266 Subpart H, and 30 TAC Subchapter H §§335.221 - 335.226. The Contractor shall require the facility to provide a statement identifying when the Materials were burned for energy recovery or destruction or processed for material recovery or as an ingredient within thirty (30) days of destruction.

6.6.5 Underground Injection: Treatment and disposal of Materials at an underground injection well shall be permitted in accordance with Underground Injection Control (UIC) program and in compliance with the Safe Drinking Water Act (SDWA), 42 United States Code (USC) 1421 and 40 CFR §§ 144 - 147. Prior to land disposal, the TSDF shall ensure that all substances meet applicable treatment standards as defined in 40 CFR § 268. **Waste to be disposed through underground injection requires prior written approval by the City.**

6.6.6 Land Disposal Restrictions: Treatment or disposal of Materials that are regulated under 40 CFR § 268, and are to be treated and/or disposed of at a landfill, land treatment facility, surface impoundment, and underground injection well, shall be treated under one (1) of the three (3) best demonstrated available technologies (BDAT) before it can be disposed in any of these land disposal facilities.

6.6.7 The Contractor shall ensure that wastes containing PCBs are disposed of in accordance with TSCA regulations 40 CFR 761 et seq.

7.0 REPORTING, RECORDS AND AUDITS

7.1 Within seven (7) calendar days, the Contractor shall provide a written narrative report for any post spill incidents that were caused by the Contractor, as per paragraph 4.4.3 above.

7.2 Prior to beginning each job, the Contractor shall provide a written cost estimate for City approval, unless otherwise agreed to by City, as per paragraph 5.3 above.

7.3 As soon as possible, but no longer than two (2) weeks, the Contractor shall provide copies of all sample results for analyses performed, as per paragraph 5.4 above.

7.4 The Contractor shall prepare a post incident report documenting the remediation methods, materials used, sample analyses including all analytical and characterization data, and cost breakdown for time and materials. The report shall be delivered to City custody within thirty (30) calendar days of completion of remediation activities. *The report shall be received and approved by the City* ***before*** *a proper invoice will be paid.*

7.5 Within thirty (30) days of removing Material to their custody, the Contractor shall provide copies of all signed manifest and shipment forms for each container, as per paragraph 6.4.4 above.

7.6 Within thirty (30) days of treatment or disposal, the Contractor shall provide a Certificate of Final Disposal to the City custody, and including documentation certifying the Materials were treated or disposed using the appropriate and legally-defined method.

7.7 The Contractor shall submit to the City annual reports at the end of each contract year summarizing the activities performed under any resulting contract during the previous months of the contract year, including but not limited to: an itemized list showing the services provided at each incident and their cost; a brief description of the actions taken at each incident including a descriptions and amounts of pollutants recovered or removed with the associated costs, the number and type of personnel utilized, etc.

7.8 The Contractor shall maintain any records and books of account, including records of all costs relating to any resulting contract for a period of at least three (3) years after initial billing. The Contractor shall make these records available for inspection and audits any time during the three (3) year period.

7.9 City shall have the right to inspect, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall provide within thirty (30) days to the City, notice of noice of amendments, renewals, or replacements to their applicable licenses and permits, as per paragraph 4.6.1 above.

7.10 City shall have the right to inspect/audit, at any time, Contractor's and subcontractors operations (i.e. waste storage, transportation and disposal facilities, etc.)

8.0 CONTRACTOR REQUIREMENTS

8.1 The Contractor shall have no unresolved notices of violation from local, state or Federal agencies. In addition, each proposed agent of the Contractor to be used in providing services shall not be engaged in litigation or any enforcement action with any Federal, state, and local government, nor with any private citizens. The Contractor shall notify the City within thirty (30) days of any violations that occur during the contract period.

8.2 Using Attachment "B", the Contractor shall provide five (5) descriptions of contracts performed by the Contractor within the last five (5) years which demonstrates The Contractor's experience performing work of *similar size and scope* as the tasks described in this specification. Each description shall include project locations, project dates, description of work performed, and current contact names with phone numbers. References provided shall be current, and not be an immediate family member of Contractor, nor any employee of Contractor.

8.3 The Contractor shall provide a complete listing of transporter(s) to be used, and their Federal and state transporter numbers, current permits held by the transporter to transport Materials to the City's temporary storage facilities or disposal facilities either interstate or intrastate. Include a copy of the transporter(s) MCS90 Form (insured through an insurance company) verifying certificate of insurance.

8.4 The Contractor shall provide a letter certifying that personnel used have received training required by applicable RCRA, OSHA, and USDOT regulations, including confined space safety training for permit required confined spaces, and that identifies the specific training for each of the personnel. Reference the specific regulations that specifies the training requirements.

8.5 The Contractor shall submit a list of materials or a class of materials that will not be accepted for disposal. Describe procedures to be used to determine whether material will be accepted for disposal

8.6 The Contractor shall designate at least two (2) persons (one (1) as primary, and one (1) as back-up) within the firm as remediation supervisor, with office phone and cell phone or pager number for accessibility twenty-four (24) hours a day, 365 days a year. Use space provided on Bid Sheet. The Contractor shall notify the City in writing of any changes, temporary or permanent, in either of the 24-hour contact numbers as soon as they occur.

9.0 CONTRACTOR WARRANTY

9.1 The Contractor warrants that it understands the currently known hazards which are presented to persons, property and the environment in the remediation and transport of hazardous and non-hazardous wastes. The Contractor warrants it understands the scope of all applicable regulations to properly remediate and transport such Materials in full compliance with all laws, governmental regulations and orders; and in full compliance with all terms and conditions specified in permits currently held by the Contractor and its agents, as applicable to accomplishing the services described in this Specification.

9.2 The Contractor further warrants that 1) all transporters are properly permitted, 2) employees, both the contractor's and its agents' are properly trained to perform the various tasks which may be required pursuant to this agreement, and 3) that Materials shall be handled and transported in accordance with all applicable Federal, state, local statutes, laws, regulations, rules or ordinances.

10.0 CITY WARRANTY

City warrants that the Materials identified in this Specification represent waste that has been spilled or released on City-owned property and right-of-way. City will occasionally be able to provide analytical, Safety Data Sheets, and generator knowledge in identifying the waste streams. City has contractual authority to dispose of the Materials. City is under no legal restraint or order, which would prohibit transfer of possession of such Materials to the Contractor for transportation, storage, or disposal.

11.0 STANDARD OF SERVICES

11.1 Should the City decide that any of the services of the Contractor are inadequate, inaccurate, or unsatisfactory through human error, omission, negligence, or otherwise, the Contractor shall immediately perform corrective services at the Contractor's expense. The Contractor shall be prepared to perform any action required to prevent further pollution as soon as possible but within in three (3) hours of notification and any non-emergency work within twenty-four (24) hours.

11.2 City may review and comment on the services provided during the course of any resulting contract. This includes review of project management, responsiveness to City needs, philosophy, preparation and presentation of manifest, invoice receipts, etc. The Contractor shall cooperate with the City in the reviews in order to ensure an effective remediation management program. The City's approval of documents does not relieve the Contractor of the responsibility for accuracy, completeness, and application of proper methods in the performance of the work.

CITY OF AUSTIN, TEXAS
Purchasing Office

BID SHEET

Bidder shall furnish one (1) original, one (1) copy and one (1) electronic copy of their complete bid submittal.

A. For each of the following three (3) hypothetical scenarios, bidder shall give firm fixed pricing. Bidder shall also state pricing for any required items or services included in their description of actions to be take, but not specifically listed in the itemized pricing lines below (use the "Other" line item.) Any item or action not mentioned in the itemized pricing below shall be considered to be included.

1. **SCENARIO ONE:** Bidder submits the following prices for Rapid Response Remediation Services for a hypothetical remediation project. This scenario involves a release of 8,000 gallons of gasoline on IH 35 to a storm inlet leading to the 8th Street Shaft to Waller Creek Tunnel.

   a. The release of gasoline is from an overturned 18 wheeler during a rain event and lost all contents of the tanker.
   b. The flammability in the shaft and work area is above 10% LEL
   c. Due to the rain, the gasoline has bypassed the work and screen area and has entered the shaft.
   d. All of the gasoline is floating on top of the water in the shaft. The depth to the surface water in the shaft is approximately 50 feet.
   e. Bidder shall categorize the hazards of the gasoline from the shaft in the field.
   f. The storm sewer leading to the shaft will be flushed of all gasoline.
   g. Assume disposal of the gasoline and some water is hazardous.
   h. Based on the information provided indicate the USDOT description of the liquid for transport.
   i. Following the clean up, confirmation sampling shall be required to verify that the pollutants have been removed from the water in the shaft, the shaft, and storm sewer.
   j. The cost of taking the samples, having them analyzed and providing the results shall be included in the per sample cost.
   k. The site shall be restored to pre-spill conditions
   l. There is one (1) overall mobilization fee per incident and one (1) vacuum truck mobilization fee per incident.
   m. Bidder shall provide a detailed description of the actions to be taken to identify, remediate, recover and dispose of all products, wastes, and contaminated media. Please discuss all safety concerns including precautions to be taken and solutions utilized to safely negotiate each phase of the incident.

	ITEM	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Project Manager	16 hours	$ 70.00	$ 1120.00
1.2	Supervisor/Site Safety Manager	56 hours	$ 63.00	$ 3528.00
1.3	Technician	56 hours	$ 42.00	$ 2352.00
1.4	Equipment Operator	56 hours	$ 45.00	$ 2520.00
1.5	Laborer	56 hours	$ 31.00	$ 1736.00

1.6	Vacuum Truck (130bbl)	40 hours	$ 98.00	$ 3840.00
1.7	Frac Tank	40 hours	$ 5.25	$ 210.00
1.8	4" Portable Pump	20 hours	$ 11.88	$ 237.60
1.9	Barricade	56 hours	$ 18.75	$ 1050.00
1.10	Sorbent Boom 10 foot length	20 each	$ 30.00	$ 600.00
1.11	Level B PPE (suit, booties, gloves)	10 each	$ 35.00	$ 350.00
1.12	Sorbent Pads (package of 50)	10 each	$ 75.00	$ 75.00
1.13	Sorbent (loose, granular, 50 lb bag)	20 each	$ 10.00	$ 200.00
1.14	Pressure Washer and hose	20 hours	$ 31.25	$ 625.00
1.15	Water sample BTEX	1 each	$ 68.75	$ 68.75
1.16	Water sample TPH	1 each	$ 75.00	$ 75.00
1.17	Water Sample PAH	1 each	$ 200.00	$ 200.00
1.18	Water Sample Volatiles	1 each	$ 175.00	$ 175.00
1.19	Water Sample Semi-volatiles	1 each	$ 475.00	$ 475.00
1.20	Mobilization Fee Rapid Response 1.5 hr supervisor/3hr for crew and equipment	1 each	$ N/A	$ N/A
1.21	Vacuum truck mobilization charge Rapid Response –Maximum 3 hour response time	1 each	$ N/A	$ N/A
1.22	Disposal of bulk petroleum contaminated	9,400 unit	$ 0.65	$ 6110.00
1.23	Intrinsically safe 3 gas meter	4 unit	$ 150.00	$ 600.00
1.24	Other (attach separate sheets if necessary)			
	_____	1 each	$_____	$_____
	_____	1 each	$_____	$_____
	_____	1 each	$_____	$_____

SUBTOTAL FOR SCENARIO ONE (items 1.1 thru 1.24):$ 26,147.35

2. **SCENARIO TWO**: Bidder submits the following prices for the hypothetical Rapid Response Remediation Services. This scenario involves a bobtail truck carrying Chlorine gas on IH 35 has an ongoing chlorine leak from the burst valve. The Tank had been over pressurized.

a. The truck is road side near 4th Street. The chlorine gas, being heavier than air, is entering the storm drain system.
b. The toxic chlorine gas has entered the 4th street side inlet and shaft.
c. The chlorine has oxidized all electrical systems and rendered them useless. This includes the ventilation fan.
d. The chlorine leak cannot be stopped until the tank is at a safe pressure.
e. The truck us unsafe to move, and AFD has set up a hot zone around the truck.
f. There are CoA employees present at the inlet facility.

	ITEM	UNIT QUANTITY	PRICE	EXTENDED PRICE
2.1	Project Manager	10 hours	$ 70.00	$ 700.00
2.2	Supervisor/Site Safety Manager	16 hours	$ 63.00	$ 1008.00
2.3	Technician	16 hours	$ 42.00	$ 672.00
2.4	Equipment Operator	16 hours	$ 45.00	$ 720.00
2.5	Laborer	16 hours	$ 31.00	$ 496.00
2.6	85 –gallon over pack drum	2 each	$ 175.00	$ 350.00
2.7	55-gallon drum	2 each	$ 65.00	$ 130.00
2.8	PPE(indicate level B) (suit, booties, gloves)	6 each	$ 90.00	$ 540.00
2.9	Mobilization Fee Rapid Response 1.5 hr supervisor/3hr for crew and equipment	1 each	$ N/A	$ N/A
2.10	Mobilization Fee Standard Response 24 hr response for crew and equipment	1 each	$ N/A	$ N/A
2.11	Other (attach separate sheets if necessary)			
	Air Compressor	1 each	$ 225.00	$ 225.00
	Coppus Blower	2 each	$ 125.00	$ 125.00
	SCBA	3 each	$ 175.00	$ 525.00

SUBTOTAL FOR SCENARIO TWO (items 2.1 thru 2.11): $ 5491.00

3. SCENARIO THREE: Bidder submits prices and estimated hours for only those items and personnel deemed necessary to safely complete the stated objectives and meet contract requirements to provide Rapid Response Remediation Services for a hypothetical spill response/remediation project. Prices should be consistent with prices given for the same equipment or services in the other scenarios for this bid. This scenario involves a spill of four, fifty-five gallon drums labeled "perchloroethylene" whose entire contents have been discharged to a storm drain on IH 35 that discharges to the 4th Street shaft of the Waller Creek Tunnel.

a. The perchloroethylene, (DNAPL) spill is contained in the three overflow bypass screens, approximately 20 feet below grade in a confined space. Each screen is in a contained concrete trough 18 feet wide x 13 feet long x 8 feet deep, containing water.
b. There is access to the work area via a permanently fixed ladder.
c. There is approximately 1 cubic yard of organic debris and urban area trash that is contained in the bypass screen netting
d. The objective is to recover all of the perchloroethylene from the inlet shaft work area and prevent any product from entering the actual tunnel, holding 16 million gallons of water.
e. The bidder shall thoroughly describe the method used to recover the perchloroethylene.
f. The bidder shall indicate the cost per hour of any equipment used in the recovery and the number of hours the equipment will be needed
g. The recovered perchlolorethylene shall be removed from the site and taken for disposal. The bidder shall describe the methods of containerization and removal of the liquid.
h. The bidder shall indicate the estimated maximum amount of waste recovered in gallons.
i. The bidder shall categorize the hazards associated with the spilled material and provide as complete a classification of the recovered waste as possible from the information supplied in the scenario.
j. Bidder shall provide a detailed description of all actions to be taken to identify, remediate, recover and dispose of all products, wastes, and contaminated media. Please discuss all safety concerns including precautions to be taken and solutions utilized to safely negotiate each phase of the incident.

	ITEM	UNIT QUANTITY	PRICE	EXTENDED PRICE
3.1	Project Manager	10 hours	$ 70.00	$ 700.00
3.2	Supervisor/Site Safety Manager	30 hours	$ 63.00	$ 1890.00
3.3	Technician	30 hours	$ 42.00	$ 1260.00
3.4	Equipment Operator	30 hours	$ 45.00	$ 1350.00
3.5	Laborer	30 hours	$ 31.00	$ 930.00
3.6	Vacuum Truck	30 hours	$ 98.00	$ 2940.00
3.7	Frac Tank	24 hours	$ 5.25	$ 126.00
3.8	2" Portable Pump	24 hours	$ 9.38	$ 225.12
3.9	Hand operated Drum pump	24 hours	$ 6.25	$ 150.00

3.10	Disposable drum pump	4 each	$ 35.00	$ 140.00
3.11	85 –gallon over pack drum	4 each	$ 175.00	$ 700.00
3.1 2	55-gallon drum	4 each	$ 65.00	$ 260.00
3.13	PPE(indicate level C) (suit, booties, gloves)	6 each	$ 90.00	$ 540.00
3.14	Mobilization Fee Rapid Response 1.5 hr supervisor/3hr for crew and equipment	1 each	$ N/A	$ N/A
3.15	Vacuum truck mobilization charge Rapid Response –Maximum 3 hour response time	1 each	$ N/A	$ N/A
3.16	Sampling, analysis, profiling of liquid for disposal	1 each	$ 750.00	$ 750.00
3.17	Cost per gallon for disposal of recovered liquid	400 gallons	$ 1.95	$ 780.00

Method of Disposal: Incineration

3.18 Other (attach separate sheets if necessary)

Additional Vacuum Truck	30 each	$ 98.00	$ 2940.00
Additional Frac Tank	24 hours	$ 5.25	$ 126.00
Air Monitor (4-Gas)	1 each	$ 150.00	$ 150.00
Confined Space Kit	1 each	$ 150.00	$ 150.00
Frac Tank Cleanout	2 each	$ 300.00	$ 600.00
	each	$	$

SUBTOTAL FOR SCENARIO THREE (items 3.1 thru 3.18):$ 16707.12

TOTAL BID (total of the three scenario subtotals): $ 48345.47

B. The following pricing will be used for informational purposes only. All bidders shall provide pricing for items listed below on this bid sheet, in this particular format to be considered for award. Information in this section will not be used to award this quote.

1.0 Materials

1.1	Level A Suit	1 each	$ 1200.00
1.2	Nomex Suit	1 each	$ 50.00
1.3	Drum liner	1 each	$ 2.00

1.4	Portable light bank for night work	8 hours	$ 125.00
1.5	Generator	8 hours	$ 225.00
1.6	500-gallon water tank	8 hours	$ 50.00
1.7	6ml plastic, 1000 sq. ft.	1 each	$ 185.00
1.8	Sorbent Pompoms (Sweep)	10 each	$ 150.00
1.9	Floating Sorbent (i.e Sphag sorb) 50-lb bag	1 each	$ 50.00
1.10	Use of 6-inch hard boom, 100 ft.	1 each	$ 150.00
1.11	Super Sucker Truck (24 hours)	1 day	$ 1400.00
1.12	Water sample TPH	1 each	$ 75.00
1.13	RCRA Metals (TCLP)	1 each	$ 149.00
1.14	Water Sample -Volatiles	1 each	$ 175.00
1.15	Water Sample -Semi-volatiles	1 each	$ 475.00
1.16	Water Sample BTEX	1 each	$ 68.75
1.17	Standard roll of bin	1 each	$ 15.00
1.18	Intrinsically safe 3 gas meter	1 each	$ 150.00

2.0 Waste Disposal

Disposal Method	Unit Price 30-gal. Drum	Unit Price 20-gal. Drum	Unit Price 10-gal. Drum	Unit Price 5-gal. Drum
2.1 Incineration				
Liquid	$385.00 /drum	$385.00 /drum	$210.00 /drum	$110.00 /drum
Solid	$375.00 /drum	$375.00 /drum	$250.00 /drum	$150.00 /drum
2.2 Fuel Blend				
Liquid	$85.00 /drum	$85.00 /drum	$70.00 /drum	$65.00 /drum
Solid	$186.00 /drum	$186.00 /drum	$125.00 /drum	$65.00 /drum
2.3 Treatment				
Bulk	$235.00 /drum	$205.00 /drum	$135.00 /drum	$95.00 /drum
Lab Pack	$250.00 /drum	$210.00 /drum	$125.00 /drum	$99.00 /drum
2.4 Landfill				
Bulk	$205.00 /drum	$205.00 /drum	$175.00 /drum	$150.00 /drum

Lab Pack $250.00 /drum $210.00 /drum $125.00 /drum $99.00 /drum

2.5 Recycling/ disposal used oil
$105.00/drum $105.00 /drum $75.00/drum $55.00 /drum

2.6 Disposal , non-hazardous, petroleum, contaminated sorbent or soil - class 2

$187.00/drum $135.00 /drum $95.00 /drum $55.00 /drum

2.7 Mercury waste >260ppm
$1945.00/drum $1022.00/drum $1022.00/drum $492.00 /drum

2.8 Disposal/recycling of RCRA empty containers
$30.00 /drum $30.00 /drum $30.00 /drum $30.00 /drum

2.9 Over pack containers
$50.00/each $50.00 /each $50.00 /each $50.00 /each

2.10 Vacuum truck disposal (latex) paint contaminated water $_____/gallon

2.11 Vacuum truck disposal acid/base contaminated water $_____/ gallon

3.0 Other mobilization charges

3.1 Vacuum truck mobilization charge
Standard Response –Maximum 24 hour response $ N/A /each

3.2 Vacuum truck mobilization charge
Scheduled Response –Maximum 30 Day response $ N/A /each

C. BID SUBMITTAL REQUIREMENTS: the following must be submitted with bid.

1. Bidder shall submit proof of all applicable licenses and permits, as per paragraph 4.6 of the Specification.
2. Bidder shall submit references on Attachment "B", as per paragraph 8.2 of the Specification.
3. Bidder shall submit a complete list of transporters to be used, as per paragraph 8.3 of the Specification
4. Bidder shall submit a letter certifying that personnel used have the appropriate training, as per paragraph 8.4 of the Specification.
5. Bidder shall submit a list of materials or a class of materials that will not be accepted for disposal as per paragraph 8.5 of the Specification. Describe procedures to be used to determine whether material will be accepted for disposal.
6. Bidder shall provide in the spaces below the names and numbers of their primary and back-up, as per paragraph 8.6 of the Specification:

Primary: Justin McBride

Telephone: 512-484-6809 Pager: N/A

Back-up: Karen Koenreich

Telephone: 512-201-7388 Pager: N/A

NOTE: FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN QUOTE BEING DISQUALIFIED.

QUANTITIES SHOWN ABOVE ARE MERELY ESTIMATES AND DO NOT OBLIGATE CITY TO ORDER THE QUANTITIES LISTED, NOR ORDER MORE THAN CITY'S ACTUAL REQUIRED SERVICES DURING THE PERIOD OF THIS AGREEMENT AS DETERMINED BY ACTUAL NEEDS AND AVAILABILITY OF FUNDS.

TAS Environmental Services	817-535-7222	
Company Name	Telephone	
Randy O'Connor	Randy Oconnor	08/16/16
Print Offeror's Name	Authorized Signature	Date

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	TAS Environmental Services	
Physical Address	13720 Immanuel Rd., Pflugerville, TX 78660	
Is your headquarters located in the Corporate City Limits? (circle one)	(Yes)	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	(Yes)	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name TAS Environmental Services

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name: CURA Emergency Services
   Name and Title of Contact: Jared Melton
   Project Name: Emergency Response
   Present Address:
   City, State, Zip Code:
   Telephone Number: (919) 367-2107 Fax Number ( )
   Email Address: jared@curaes.com

2. Company's Name: EPS of Vermont
   Name and Title of Contact: Joe Laskoski
   Project Name: Emergency Response
   Present Address:
   City, State, Zip Code:
   Telephone Number: (717) 564-4200 Fax Number ( )
   Email Address: Laskoski@epsofvermont.com

3. Company's Name: Travis County
   Name and Title of Contact: Preston Doege
   Project Name: Emergency Response
   Present Address:
   City, State, Zip Code:
   Telephone Number: (512) 825-0348 Fax Number ( )
   Email Address: preston.doege@traviscountytx.gov

Section 0815: Living Wages Contractor Certification

Company Name TAS Environmental Services

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than $13.03 per hour.

Employee Name	Employee Job Title
Juston McBride	Branch manager
Karen Koenreich	BDM

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $13.03 per hour

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name TAS Environmental Services

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	STA1176
PROJECT NAME:	RAPID RESPONSE REMEDIATION SERVICES AND TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND HAZARDOUS SOLID AND LIQUIDS

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes ____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

TAS Environmental Services

Company Name

Randy O'Connor Sr. Project Manager

Name and Title of Authorized Representative (Print or Type)

Signature **Date** 8/16/16

Scenario #1

TAS Environmental

ACTION REPORT

City of Austin
Waller Creek Gasoline Spill
Bid#0600

Incident Location:IH-35 Storm Inlet
Leading to 8th Street Shaft to
Waller Creek Tunnel

Incident Date: 08/12/16
Incident # AU16ERM0100

Prepared By:
Justin McBride
General Manager

Ft. Worth	San Antonio	Dallas	Austin
817.535.7222	210.496.5310	972.638.9700	512.990.9903
Longview	Texarkana	Bossier City	Little Rock
903.643.7901	903.838.2182	318.747.2662	501.847.7200

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APPENDICES

1.0 INTRODUCTION

The following report addresses the observations and response actions performed by TAS Environmental Services L.P. (TAS) in regards to an 8,000 gallon Gasoline release on Friday, August 12, 2016, resulting from a tanker rollover. TAS was contacted by Mr. Watershed Protection with the City of Austin and requested TAS to respond to the location described as IH-35 Storm Inlet by the 8th Street shaft to Waller Creek Tunnel.

2.0 INCIDENT DESCRIPTION

TAS received the initial request at approximately 1300 hours on Thursday, August 11, 2016 requesting a crew to the scene of a gasoline release which occurred at the above-mentioned location. TAS was requested to obtain photograph documentation and provide emergency response services in regards to the release.

1. TAS dispatched a crew to the location for initial response and evaluation of the site. Upon arrival, the TAS supervisor surveyed the immediate area to begin developing a plan of action. Approximately 8000 gallons of gasoline was released from an overturned 18 wheeler during a rain event and draining into the storm inlet to the Waller Creek Tunnel. TAS crew observed the gasoline floating in the shaft. The TAS crew observed the LEL's in the 8th street shaft were above 10% and determined no entry in to the shaft would be made due to the flammability of the material. Barracade's were placed at the storm inlet. The TAS crew deployed boom at the mouth of the 8th Street shaft. Additional boom was deployed downstream at the Outlet to Lady Bird Lake to mitigate further contamination. Using a 130 bbl tanker, the TAS crew removed the gasoline and gasoline contaminated water from the shaft to the tanker. TAS consulted with City of Austin Watershed to allow the rainwater to flush the shaft with a vacuum truck standing by at the Ladybird Lake Outlet to recover any gasoline. No additional gasoline was recovered. The TAS crew removed the gasoline contaminated boom and pads and placed it in drums for later disposal. New boom was placed at the Lady Bird Lake Outlet. A frac tank was delivered to the staging area and the gasoline contaminated water was unloaded in to the frac tank for later disposal at a City/State approved/permitted facility.
2. Friday, August 12, 2016 the TAS crew returned to the scene to recover and replace the boom. The TAS crew observed the LEL's at ___, no sheen was present and minimal odor was detected using olfactory senses. A TAS technician took confirmation samples from the 8th Street Shaft, the storm sewer and the Outlet to Lady Bird Lake. The samples were submitted to ABC Analytical for BTEX, PAH and TPH (refer to APPENDIX C).
3. It was determined at that time, the boom would be left in place for an additional 3 days to capture any residual. Monday, August 15, 2016 the boom was recovered and placed in drums for disposal,
4. Friday, August 19, 2016 analytical results were received from ABC Analytical (refer to APPENDIX C). The gasoline contaminated water was profiled for disposal.
5. The gasoline contaminated water was transported to 123 TSDF for disposal (refer to APPENDIX B). The drums of gasoline contaminated boom and pads were transported to 456 TSDF for disposal (refer to APPENDIX B).
6. TAS personnel removed the frac tank from the staging area. No other actions were required to restore the site to pre-spill conditions.

3.0 WASTE DISPOSAL

As a result of the above-mentioned response activities, 9,400 gallons of UN1993, Waste Flammable Liquid, N.O.S., (Gasoline), 3, PG II and 8 X 55 gallon drums of Absorbent and Debris Impacted with Gasoline was generated. Upon profile approval, the waste was manifested and transported to a *designated disposal facility* for disposal.

If you have any questions regarding this report, please contact Mr. Justin McBride, General Manager at 512-990-9903, or e-mail at jmcbride@taslp.com.

Scenario #2

TAS Environmental

ACTION REPORT

City of Austin Watershed Department

Incident Location:
IH 35 and 4th Street
Austin, TX

Incident Date: 08/29/16
Incident #: AU16ERM0245

Prepared By:
Jacob Tracy
Response Supervisor

Ft. Worth	San Antonio	Dallas	Austin
817.535.7222	210.496.5310	972.638.9700	512.990.9903
Longview	Texarkana	Bossier City	Little Rock
903.643.7901	903.838.2182	318.747.2662	501.847.7200

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INTRODUCTION

The following report addresses the observations and response actions performed by TAS Environmental Services L.P. (TAS) regarding a chlorine gas release on Monday, August 29, 2016. TAS was contacted by Mr. John Smith with the City of Austin Watershed Department and requested to respond to the location described as IH 35 Southbound and 4th street in Austin, TX.

2.0 INCIDENT DESCRIPTION

TAS received the initial request at approximately 0900 hours on Monday, August 29, 2016 requesting a crew to the scene of a chlorine gas release which occurred at the above-mentioned location. TAS was requested to obtain photograph documentation and provide emergency response services in regards to the release.

TAS dispatched a crew to the location for initial response and evaluation of the site. Upon arrival, the TAS supervisor surveyed the immediate area to begin developing a plan of action. Approximately 20 pounds of chlorine gas had leaked from the burst valve of a tanker truck. The tanker was still leaking and the Austin Fire Department had a hot zone set up around the leaking tanker. TAS personnel set up the response trailer and equipment upwind of the hot zone. TAS recommended that the inlet facility be evacuated until the chlorine gas is dispersed. After everyone had been evacuated from the impacted area, TAS set up a blower and air compressor at the inlet to expedite dispersion.

Once the tanker truck reached a low enough pressure to stop leaking from the burst valve, TAS inspected the valve for damages. The valve was found to be in working order. TAS then used a Drager meter outfitted with chlorine tubes to measure chlorine concentration inside the drain. Once chlorine levels had dropped to zero, emergency response activities ceased.

3.0 WASTE DISPOSAL

As a result of the above-mentioned response activities, one 55 gallon drum of waste was generated containing PPE contaminated with chlorine. Upon profile approval, the waste was manifested and transported on to Tessman Road Landfill for disposal.

Scenario #3

TAS Environmental

ACTION REPORT

City of Austin Watershed Department

Incident Location:
IH 35 and 4th Street
Austin, TX

Incident Date: 08/30/16
Incident #: AU16ERM0248

Prepared By:
Jacob Tracy
Response Supervisor

Ft. Worth	San Antonio	Dallas	Austin
817.535.7222	210.496.5310	972.638.9700	512.990.9903
Longview	Texarkana	Bossier City	Little Rock
903.643.7901	903.838.2182	318.747.2662	501.847.7200

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APPENDICES

1.0 INTRODUCTION

The following report addresses the observations and response actions performed by TAS Environmental Services L.P. (TAS) regarding a 220 gallon perchloroethylene release on Tuesday, August 30, 2016. TAS was contacted by John Smith with the city of Austin and requested to respond to the location described as IH 35 and 4th street in Austin, TX.

2.0 INCIDENT DESCRIPTION

TAS received the initial request at approximately 1500 hours on Tuesday, August 30, 2016 requesting a crew to the scene of a perchloroethylene release which occurred at the above-mentioned location. TAS was requested to obtain photograph documentation and provide emergency response services in regards to the release.

TAS dispatched a crew to the location for initial response and evaluation of the site. Upon arrival, the TAS supervisor surveyed the immediate area to begin developing a plan of action. Approximately 220 gallons of perchloroethylene was released from 4 drums and contaminated approximately 42,000 gallons of water held in 3 overflow bypass screens. TAS personnel completed a confined space permit and performed air monitoring in the workspace. After air monitoring results were obtained, TAS employees made entry into the workspace in modified Level C PPE to include a fullface respirator.

TAS pulled contaminated trash and debris from the screens and put it into drums. TAS then removed contaminated water from the screens using a vacuum truck. Contaminated water was removed 3,000 gallons at a time and offloaded into 2 frac tanks staged off site. After all contaminated water was removed from the screens, remediation activities ceased.

3.0 WASTE DISPOSAL

As a result of the above-mentioned response activities, 42,500 gallons of waste was generated containing perchloroethylene contaminated water. Upon profile approval, the waste was manifested and transported on to Stericycle in Houston, TX for disposal. Two 55 gallon drums containing perchloroethylene contaminated debris were also generated. Upon profile approval, the waste was manifested and transported to Tessman road landfill in San Antonio, TX for disposal.

PROPOSAL SUMMARY

Response offices are located strategic places on or near major highways for quick mobilization. Initial response will mobilize from the Austin office, which will result in response times within the required time.

We at TAS believe that City of Austin's goals are in line with the way we conduct our business and that coupled with our response locations, personnel and experience is what puts TAS in the forefront.

We encourage the City of Austin to visit our facilities, meet the key personnel and view the equipment and materials inventory.

COMPANY ORGANIZATION

TAS Environmental Services, L.P. (TAS) is a Texas based 24-hour environmental emergency response and environmental remediation company, established in 1997, that offers a wide range of services. We are a full service environmental company from initial event response to final remedial closure. TAS's professional staff possesses the necessary technical education, experience and expertise to meet the challenges of today's environmental industry.

TAS currently has approximately 115 full-time employees staffed out of our eight (8) response offices/facilities located across Texas and into Louisiana and Arkansas. The Austin office will be key response office for this contract.

Ownership: TAS Enviromental Services, L.P. is a Limited Partnership

State of Incorporation: Texas

Headquarters/Corporate: Fort Worth Response Office: North Region
3929 E California Parkway; Fort Worth, TX 76119
888.654.0111 (24-Hour Line); 817.535.8187 (facsimile)

Response Offices:

Fort Worth Response Office: North Region
3929 E California Parkway; Fort Worth, TX 76119
888.654.0111 (24-Hour Line); 817.535.8187 (facsimile)

Dallas Response Office
17714 Bannister Street, Ste 4; Dallas, TX 75252
972.638.9700 (office); 972.638.9702 (facsimile)

Longview Response Office: East Region Headquarters
8988 FM 2011 East; Longview, TX 75603
903.643.7901 (office); 903.643.9848 (facsimile)

Texarkana Response Office
6409 West 7th street; Texarkana, TX 75501
903.838.2182 (office); 903.838.2184 (facsimile)

North Austin Response Office (Primary)
13720 Immanuel Rd; Austin, TX 78660
512.990.9903 (office); 512.990.0033 (facsimile)

South Austin Response Office (Secondary)
9301 Hwy 290 West; Austin, TX 78736
512.990.9903 (office); 512.990.0033(facsimile)

San Antonio Response Office: South Region Headquarters
14350 Lookout Road; San Antonio, TX 78233
210.496.5310 (office); 210.496.5312 (facsimile)

Bossier City Response Office
3869 Industrial Circle; Bossier City, LA 71112
318.747.2662 (office); 318.747.2663 (facsimile)

Little Rock, AR Response Office
180 Cornerstone Dr.; Alexander, AR 72002
501.847.7200 (office); 501.445.9202 (fax)

Remittance address:

Fort Worth Corporate Office:
North Region Headquarters/Corporate Office
3929 E California Parkway; Fort Worth, TX 76119

888.654.0111 (24-Hour Line); 817.535.8187 (facsimile)

TAS Environmental Services L.P. (TAS) responds to and provides services for any type of environmentally threatening incident with professional personnel to ensure a safe, effective, and regulatory compliant response. Our warehouses maintain an inventory of all other items that are required bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

TAS Environmental responds to any type of environmentally threatening incident with professional personnel to ensure a safe, effective, and regulatory compliant response, 24 hours/day, 7 days/week. TAS has eight separate offices located strategically; Fort Worth, San Antonio, Dallas, Austin, Longview, Texarkana, Bossier City, LA and Little Rock, Arkansas.

Below is a list of the eight (8) offices with details in regards to equipment and staff to support the CITY OF AUSTIN contract.

Fort Worth Response Office: TAS North Region
Headquarters/Corporate
3929 E California Parkway; Fort Worth, TX 76119
817.535.7222 (office); 817.535.8187 (facsimile)
888.654.0111 (24-Hour Line)

Staff:	21 Office & Field Professionals
Office/Warehouse:	3.0 acre, 24,300 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks
	Response Trailers
	Vacuum Trucks
	Roll Off Trucks
	Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

Dallas Response Office: TAS North Region
17714 Bannister Street, Ste 4; Dallas, TX 75252
972.638.9700 (office); 972.638.9702 (facsimile)

Staff:	15 Office & Field Professionals
Office/Warehouse:	1.0 acre, 4,000 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks
	Response Trailers
	Vacuum Trucks
	Roll Off Trucks
	Roll Off Boxes, Vacuum Boxes & Frac Tank

Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

San Antonio Response Office: TAS South Region Headquarters
14350 Lookout Road; San Antonio, TX 78233
210.496.5310 (office); 210.496.5312 (facsimile)

Staff:	10 Office & Field Professionals
Office/Warehouse:	1.5 acre, 10,000 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks Response Trailers Vacuum Trucks Roll Off Trucks Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

North Austin Response Office: TAS South Region
13720 Immanuel Rd; Austin, TX 78660
512.990.9903 (office); 512.990.0033 (facsimile)

Staff:	11 Office & Field Professionals
Office/Warehouse:	0.5 lot acre, 5,000 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks Response Trailers Vacuum Trucks Roll Off Trucks Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

South Austin Response Office: TAS South Region
9301 Hwy 290 West; Austin, TX 78736
512.990.9903 (office); 512.990.003(facsimile)

Staff:	6 Office & Field Professionals
Office/Warehouse:	1.0 acre, 1,000 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks Response Trailers Vacuum Trucks Roll Off Trucks

	Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

Longview Response Office: TAS East Region Headquarters
8988 FM 2011 East, Longview, TX 75603
903.643.7901 (office); 903.643.9848 (facsimile)

Staff:	5 Office & Field Professionals
Office/Warehouse:	1.5 acre, 3,200 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks
	Response Trailers
	Vacuum Trucks
	Roll Off Trucks
	Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

Texarkana Response Office: TAS East Region
6409 West 7th Street, Texarkana, TX 75501
903.838.2182 (office); 903.838.2184 (facsimile)

Staff:	14 Office & Field Professionals
Office/Warehouse:	.75 acre, 4,500 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks
	Response Trailers
	Vacuum Trucks
	Roll Off Trucks
	Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

Bossier City Response Office: TAS East Region
3869 Industrial Circle; Bossier City, LA 71112
318.747.2662 (office); 318.747.2663 (facsimile)

Staff:	4 Field Professionals
Office/Warehouse:	.71 acre, 5,200 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks
	Response Trailers
	Vacuum Trucks

	Roll Off Trucks
	Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

Little Rock, AR Response Office: TAS East Region
180 Cornerstone Road; Alexander, AR 72002
501.847.7200 (office); 501.455.9202 (facsimile)

Staff:	4 Field Professionals
Office/Warehouse:	1.0 acre, 5,000 sq. ft. building
Equipment:	Response Vehicles/Pick – Up Trucks
	Response Trailers
	Vacuum Trucks
	Roll Off Trucks
	Roll Off Boxes, Vacuum Boxes & Frac Tank
Products/Misc:	Our warehouse maintains an inventory of all other items that are required within this bid for emergency response services, including all hoses, pumps, sorbents, sampling, detection meters, PPE and heavy equipment.

Response Vehicles (automobile, pickup truck, trailer) are equipped and pre-loaded with appropriate equipment and materials as follows:

EQUIPMENT AND SUPPLIES FOR REQUIRED RESPONSE VEHICLES

EQUIPMENT	Auto	Pick up	Trailer
Cellular Phone	X	X	X
Combustible Gas Indicator (Includes CO, O2 and H2S)	X	X	X
Flashlights	X	X	X
Digital Camera	X	X	X
GPS Receiver	X	X	X
Assorted Hand Tools	X	X	X
Bolt Cutter	X	X	X
Pick	X	X	X
First Aid Kit	X	X	X
Haz-Mat or Caution Banner Tape	X	X	X
Duct Tape	X	X	X
Garbage Bags	X	X	X
Gloves for Sampling	X	X	X
Disposable bailers	X	X	X

String (min 100 ft)	X	X	X
VOAs (min 50)	X	X	X
Liter Jars (amber)(min 6)	X	X	X
Passive dosimeters (VOC)	X	X	X
Tedlar™ Bags (min 5)	X	X	X
Interface Probe	X	X	X
Micro Blaze or approved equivalent (min 5 gal)		X	X
Draeger tubes		X	X
Sorbent Pads (3/8"), one bundle		X	X
PID/OV/OVM		X	X
Safety glasses/goggles	X	X	X
Earplugs	X	X	X
Respirators (min 2)		X	X
OVAG-HEPA respirator cartridges (min 6)		X	X
Steel-toed "rubber" boots		X	X
Shovel, spade point		X	X
Hammer Drill		X	X
Traffic Cones		X	X
Soil Sample Jars (min. of 12)		X	X
Tyvek™ Splash suits		X	X
Crowbar	X	X	X
6 mil Polyethylene sheeting (20'X100')		X	X
Sorbent Boom (8"), 20'		X	X
Sorbent Boom (8"), 50'			X
Safety Can, Gasoline			X
Funnel			X
Water hose, Two 50' Sections			X
110/220 Generator			X
Regenerative Type Blower, min 2 ½ HP			X
Ventilation Fan, min 6000 CFM			X
1000 Watt, Free			X

standing Light Bank			
Hand Auger			X
Brooms			X
Shovel, Square Head			X
Sledge Hammer			X
Empty Drums, min of 2			X
Come-a-long			X
Trash Pump (2')			X
Petroleum Resistant Hose (min 100 ft)			X

TAS Environmental Services L.P. (TAS) owns, maintains and fully stocks emergency response trailers in each response office location. These trailers maintain all the equipment, materials, and personal protective equipment necessary to provide emergency response services for any type of release. The primary response will be from the Austin office.

In addition, the response offices have on-water oil recovery equipment, recovered material temporary storage, containment boom and shoreline cleanup supplies, which may be executed for mobilization immediately for meeting regulatory time limit(s).

Understanding the environmental codes and regulations, recognizing their implementations, and meeting their criteria are paramount when responding to an environmental emergency. TAS Environmental Services L.P. (TAS) has knowledge and experience in this area which greatly benefits its clients. Through the years, TAS has become very familiar with the regulatory agencies that write and enforce these laws. Subsequently, TAS understands all of the issues involved when managing an environmental emergency.

Practical field experience coupled with superior equipment enable TAS to dispatch an appropriate response to any emergency within minutes of the call. TAS is quick to mitigate the spill, *i.e.* contain and prevent the spread of material into the surrounding environment. A timely, safe, and cost conscience response minimizes the impacts to the surrounding environment, and therefore, limits expense and liability to the client.

To aid in the mitigation of environmental damage and to provide a larger responding force, TAS affiliates itself with the following organizations:

- Better Business Bureau
- Dallas / Fort Worth Council of Safety Professionals
- San Antonio Chamber of Commerce
- Industry Council on the Environment
- North Local Emergency Planning Committee for Collins, Dallas, Denton, Johnson, Navarro, Parker, Tarrant, and Wise Counties
- South Local Emergency Planning Committee for Bexar, Guadalupe, Bandera, Frio, Wilson, Atascosa, Medina, Victoria, DeWitt, Comal and many others
- National Tank Truck Carriers Association
- Petroleum Education Council
- San Antonio Council of Safety Professionals
- S.T.E.P. (Society of Texas Environmental Professionals)
- Texas Alliance of Energy Producers
- Texas Department of Health Authorized Asbestos Contractor
- Texas Petroleum Marketers Association
- TMTA (Texas Motor Transportation Association)

In addition to environmental affiliates, TAS has Master Service Agreements with subcontractors/vendors throughout the State of Texas to enable the best cost effective response to our clients, whether it's for heavy equipment, laboratory services,

consultation services and/or disposal facilities. Each subcontractor/vendor goes through an extensive approval process that determines their financial stability, their performance ability, proper insurance and proper/current license and certification in accordance with local state and federal regulations/requirements.

With over 200 cumulative years of experience gained from responding to over 6,000 emergency responses and oil spills, TAS personnel ensure the prevention of conflict and regulatory penalties and control costs by handling each situation in a safe, professional, and conscience manner. TAS's response structure of eight (8) response office locations, approved subcontractors/vendors and affiliates allow us to provide a full service environmental company to our clients for emergency response.

- Spill Emergency Response
- Vacuum Truck Services
- Roll-off Equipment

- Industrial Hygiene Consultation
- Confined Space Operations
- Soil Remediation
- Chemical Lab Packing/Disposal
- Facility Maintenance of Hazardous Waste
- Hazardous Materials Remediation
- Waste Transportation
- Facility Decontamination
- Facility Decommissioning

- Soil Excavation and Disposal
- Site Restoration and Site Closure
- Post-Closure Monitoring and Maintenance
- Industrial Cleaning Services for
  - oil storage tanks
  - chemical storage tanks
  - retention ponds
  - pipelines
  - vessel drilling rigs
- Hazardous Waste Management
- Environmental Training

TAS employs a strong, seasoned team of veterans experienced in handling hazardous materials in a safe, professional and successful manner. The Response Teams have been built by individually selecting personnel with unique capabilities and experience. Each team member is well disciplined in communication, safety, ingenuity, time, cost and quality awareness.

Each Response Team are outfitted with state-of-the-art equipment and instrumentation at each of the eight (8) locations. The Response Team's are made up of highly qualified and certified professionals, including but not limited to;

Project Managers
Response Foreman
Response Technicians
Health & Safety Officers
Laborers

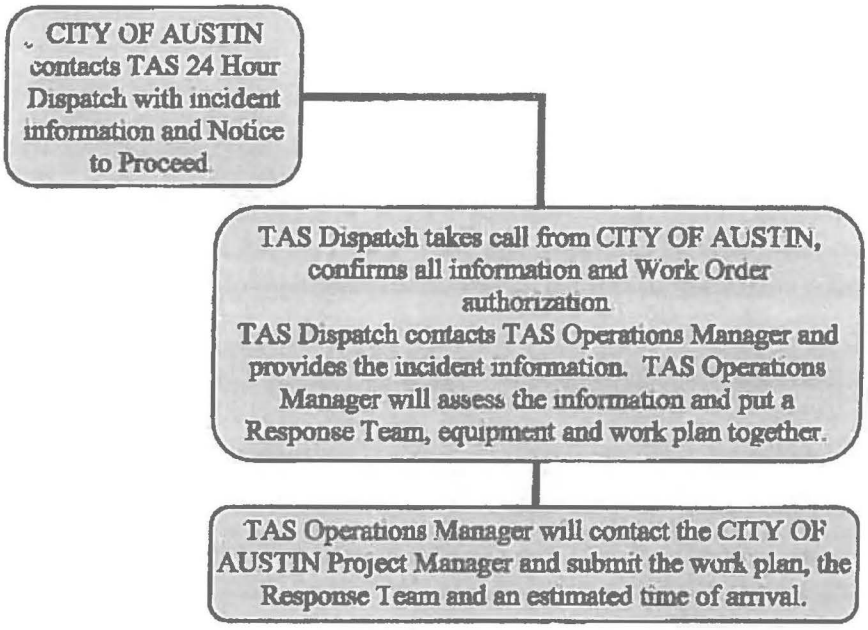
TAS also has Resource/Research Teams that provide professional support to the Response Teams. These teams consist of, but are not necessarily limited to;

Geologists
Chemists
Engineers
Explosive Technicians
Radiation Safety Officers
Certified Industrial Hygienists
Disposal Coordinators
Heavy Equipment Operators

RESPONSE FLOW CHART

TAS Internal Structure is as follows:

Initial Emergency Call

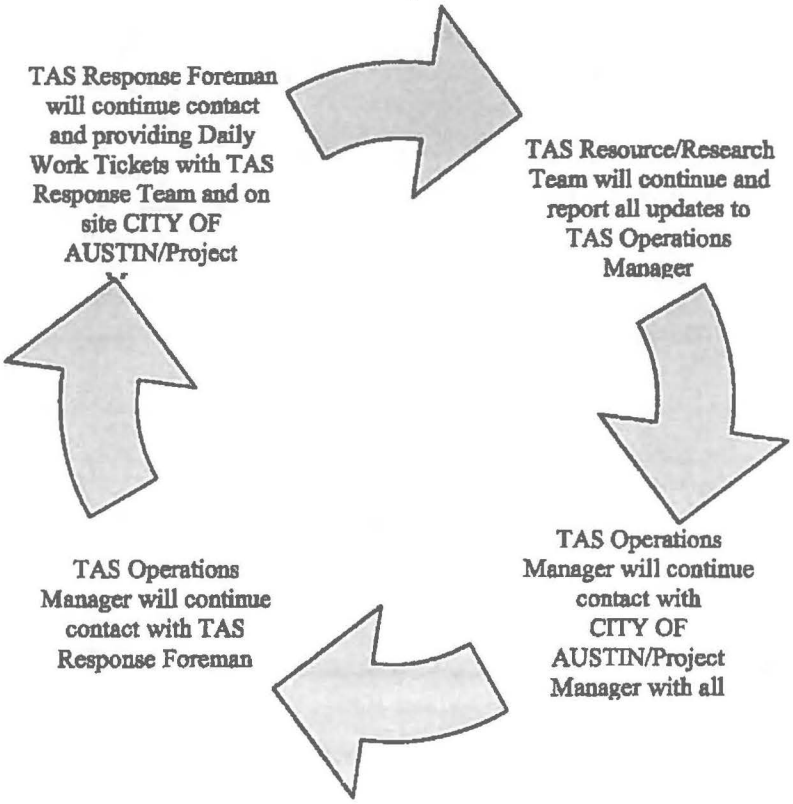


Mobilization & Work Plan

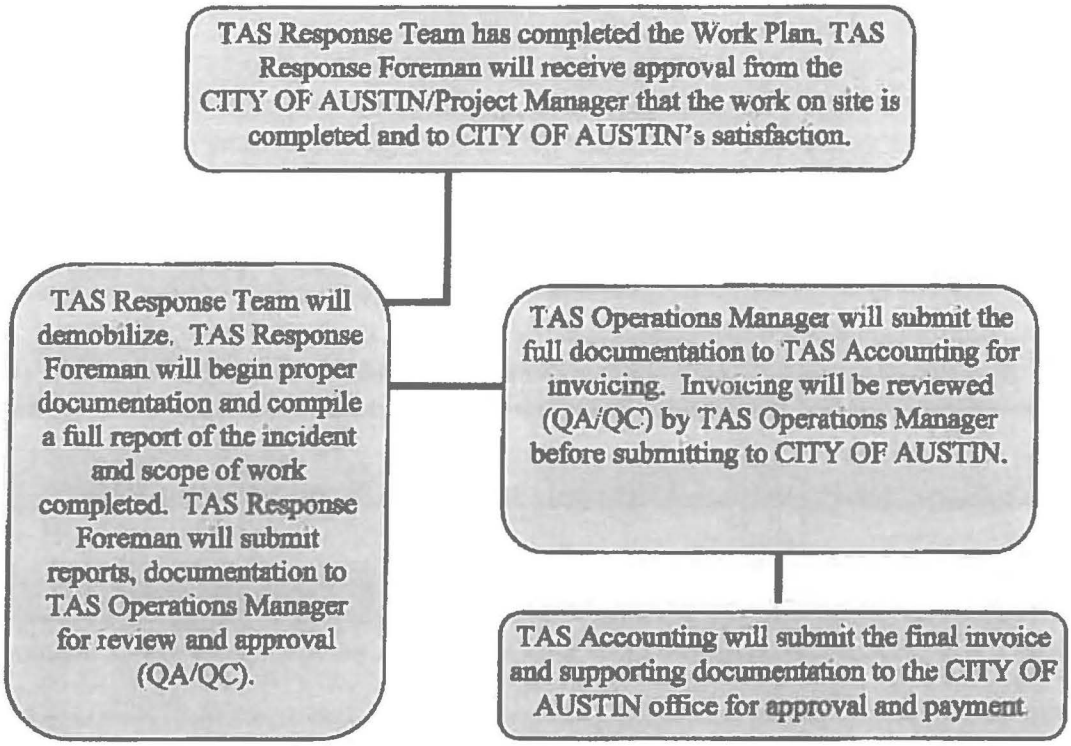
Response Team will mobilize appropriate personnel and equipment to the site. Once on site, Response Team will make contact with the onsite CITY OF AUSTIN/Project Manager and begin site assessment of imminent threats, determine how to abate the imminent threat and develop a Work Plan. TAS Response Foreman will review the Work Plan with TAS Operations Manager and CITY OF AUSTIN/Project Manager for approval. After approval, TAS Health & Safety Officer will conduct a safety tailgate meeting with all personnel on site. TAS Response Team will commence operations

TAS Operations Manager will notify TAS Program Manager with Work Plan and any updates.

TAS Operations Manager will contact TAS Resource/Research Team with support requests from the Work Plan. TAS Teams will begin to compile research and resources to complete the Work Plan. TAS Resource/Research Team will report all updates to the TAS Operations Manager.



Project Completion



EDWARD (ED) GENOVESE, Chief Executive Officer, is a veteran of the Environmental Services industry with 25 years of experience. He holds a BA from Davidson College and an MBA from the University of Georgia. Ed has executive-level experience focused on Waste Management, Refining, Recycling, Waste Water Treatment, Transportation and EHS Management in multi-location, industrial services setting. Additionally Ed has a working knowledge of the Oil & Gas Industry and has experience with highly engineered products in the E&P arena. Ed is a former NORA (An Association of Responsible Recyclers) Board Member and has served as a Principal Consultant to the Environmental Services Industry lending expertise in Operating Efficiency, Voice of Customer Initiatives and Mergers & Acquisitions.

STEVE BLACK, Chief Operations Officer, has over 20 years of team and project management with over thirteen years of experience in the waste industry. He holds a BA in Business from Texas A&M University. Knowledge of Sales and Operations Management as a customer-focused provider of Industrial Services, Waste Management and Environmental Services in a multiple facility, recurring service environment. Experienced in managing businesses with Green Sustainability Initiatives, Industrial Recycling, Waste Oil Collection, Re-refining, Industrial Cleaning, Alternative Energy Strategies, Waste Disposal and Industrial Supplies in a consultative, B2B environment.

ROB HERMANCE, Chief Financial Officer, has over 20 years experience in Financial Planning and Analysis. Rob holds a BS in Accounting from the University of Texas Dallas. Directs actionable financial information and analysis to Executives based on ongoing updates to the monthly forecast, ensuring a focus on critical business issues by addressing risks and opportunities. Builds a performance-oriented culture together with the CEO and senior management, with the appropriate reporting, metrics and performance assessments. Directs cash flow and payables by prioritizing requests and ROI analysis to maximize liquidity. Conduct monthly assessment of corporate and product level performance as compared to financial plans and prior forecasts. Distributes monthly financial reporting and related explanations to management.

STEVE BELLOTT, Branch General Manager, has over 18 years combined experience in business development and business management, including public safety, emergency response, railroad, and environmental services. Mr. Bellott worked as a Supervisor and Liaison between his employer and some of the most prestige petroleum providers, on large scale oil spills. He also has project management experience with numerous industrial service projects. His background includes remediation, transportation, vacuum services, train derailments, tank and vessel cleaning, and pipeline ruptures. Steve also brings with him an unwavering commitment to the clients he serves. When asked, Steve says his ultimate goal is to "always serve clients, co-workers, and peers with honesty, respect, and integrity."

ROBERT W. BRIGGS, Resource Coordinator, has 27 years experience working with hazardous materials and as a firefighting instructor in the United Sates Navy. He has many additional years of experience working as an emergency responder for petroleum, chemical, blood borne pathogens and poison spills from TAS' Fort Worth office. Additionally, Mr. Briggs has supervised numerous demolition, remediation and confined space projects at various semi-conductor facilities. He holds certificates in Hazardous Material Response, Confined Space/High Angle Rescue, Firefighting and Railroad Tank Car Safety and Transfer.

TRACY BUTTS, Branch General Manager, has over 22 years in the hazardous waste industry, a Bachelor of Science. Degree from The University of Southern California (USC), a national certification as an Environmental Health and Safety Management Specialist , and a class-A CDL with tanker doubles, and hazmat endorsements, heavy equipment operator. Tracy has participated and managed a myriad of government and private sector projects such as; Drug Enforcement

Administration (DEA) clandestine lab cleanups, Naval Air Weapons Station site cleanups, Boeing Jet Propulsion Laboratory site closure, GATX Railcar onsite cleaning facility Technical Advisor, and pipeline pumping station site cleanups and closures to name a few. Specific or detail skills include; conducting site walks to create/submit bid proposals. prepare site safety plans, lab packing routine or reactive chemicals, hazardous characterization of unknown chemicals, waste profiling/manifesting, supervising/managing various facility and roadside emergency responses.

BRENT CAMFIELD, Supervisor / Heavy Equipment Operator, has been with TAS for 13 years and has a total combined 33 years experience in the commercial construction and environmental field. Brent is licensed to install and remove underground storage tanks (UST) very knowledgeable with heavy equipment operations, soil remediation projects, tank cleaning operations estimations and numerous hazardous material projects that also include a large natural disaster project in Corpus Christi, TX.

KEITH COCHRAN, Branch General Manager, has a Bachelors of Science degree from Bethany College and more than 9 years experience in the environmental industry. This experience has included extensive field work, project management, budget management, and cost estimation. Mr. Cochran's experience in project management have included underground storage tank (UST) removal and closure, building demolitions, groundwater and soil assessment projects, waste characterization and disposal, and remedial system installation. Additionally, Mr. Cochran has extensive experience with reporting associated with environmental projects required by regulatory agencies.

GREG GRIMES, Branch General Manager, has been involved in the environmental field since 1987. With roots in pipeline maintenance and remediation, Mr. Grimes has worked on long term superfund and massive construction sites. Mr. Grimes has been trained in asbestos abatement, NORM procedures, and hazardous materials response in addition to holding a CDL with Hazardous Materials endorsement. Mr. Grimes's background in industrial services also includes vacuum truck operations, air mover operations, hydro blasting, tank cleaning, confined space entry and rescue as well as waste management. Mr. Grimes has responded to and managed hundreds of highway incidents, in addition to train derailments, spills on waterways and pipeline ruptures. The experience and training that Mr. Grimes brings to TAS Environmental is enormous and we are proud to have him on our team.

MARK HAYS, Supervisor, has 16 years of experience in emergency response on the interstates and at fixed facilities. Mr. Hays has supervised industrial services including confined space entry, vacuum truck operations, jetter services, and tank demolition. He has also managed hazardous and non-hazardous soil remediation projects for various types of industries and the Arkansas Department of Environment Quality. Mr. Hays has experience in the explosive industry organizing explosive waste, packaging and shipping of the waste and also has experience supervising train derailments. Mr. Hays has a college degree in education which has been beneficial in his abilities as a HAZWOPER instructor.

GARY INGRAM, Corporate Health, Safety and Training, Mr. Ingram was a firefighter for 32 years and is still certified as a Master Firefighter, Basic Inspector and Intermediate Instructor by the Texas Commission on Fire Protection. He has previously held certification as a Hazardous Materials Technician by the Fire Commission. Gary is also certified as an Emergency Medical Technician by the Texas Department of Health Services. Gary was a Battalion Chief for the Fire Department and commanded many fire and emergency incidents. He also served seven years as Training Officer over Fire and EMS. He is a member of the Fire Rescue Services at Texas Motor Speedway and works a rescue crew member during NASCAR races and has traveled to Mexico and Las Vegas to work as a rescue team member. Mr. Ingram holds an Associates Degree in Fire

Protection Technology and is working on his Bachelor's Degree in Emergency Management Administration.

KEITH JOHNSTON, Branch General Manager, has over 28 years of leadership experience in operations and management, the majority being in the environmental services industry. Areas of expertise include transportation, used oil management, waste management, business management, emergency response and confined space tank cleaning. Keith holds a class A CDL and has certifications in Hazardous Waste Operations, Confined Space Supervision and Nuclear, Biological and Chemical Warfare (NBC) in the U.S. Army.

PETE ANDERSON, Branch General Manager, has a long career of environmental services experience, to include work as an Environmental Specialist, an Industrial Cleaning & Emergency Response Division Manager, and Certified Microbial Consultant. Pete will be able to offer clients an impressive line-up of skills and knowledge, to include: a deep understanding of health and environmental regulations, meeting ASTM Standard Practice requirements, assessing sites and obtaining the information necessary to determine environmental condition, experience in lab pack services, material classification, and consolidation of hazardous materials, oversight of large environmental services teams and customer service training and excellence

KEVIN MORRISON, Project Manager, has over 12 years experience in the environmental industry which includes environmental remediation, long term monitoring and operation & management, environmental compliance, demilitarization and hazardous waste site investigations. Many of his projects required coordination of multiple technical disciplines and specialty contractors, and interfacing with various federal, state, and local agencies and stakeholders on a wide range of project locations. Mr. Morrison has also provided project planning, management support, technical support, and cost estimates for federal, state municipal and commercial clients as well as managing subcontractors. Over the last several years Kevin has gained extensive experience in providing recycling and disposal services. His experience includes the demilitarization, disassembly, demolition, and disposal of surplus, unserviceable military hardware, including aircraft and surrendered weapon systems. Other experience with environmental safeguards, processes, and demilitarization protocols minimize client costs and risks, while ensuring full compliance with the requirements of Defense Demilitarization Manual (DoD 4160.21-M-1) and protecting the environment and human health.

RANDY O'CONNOR, Senior Project Manager, has over 21 years of experience in the environmental consulting field. This experience has included project management, proposal preparation, cost estimating and budget management. Project experience includes the interpretation of laboratory data, report writing, drilling supervision, monitor well installation, environmental sampling and monitoring, Phase I, II, and III Environmental Site Assessments (ESAs), soil and groundwater remediation system design and implementation, system operations through closure, and vapor abatement technologies. Mr. O'Connor also has experience in the supervision of underground storage tank removal, as well as soil excavation and disposal projects. Projects have involved dense non-aqueous phase liquids (DNAPL), heavy metals, chlorinated hydrocarbons, solvents, and petroleum hydrocarbons. Project sites have included oil and gas, industrial, manufacturing, commercial, warehousing and retail facilities, which have been under the regulatory control of the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Railroad Commission (TXRRC), as well as other state agencies. Additionally, he has assisted in waste characterization and management, project development, and client development. Mr. O'Connor has worked on projects in Arkansas, California, Florida, Georgia, Kansas, Louisiana, Missouri, Oklahoma, Texas and Wyoming.

DARRYL RAYBURN, Branch General Manager, has 16 years in the environmental consulting and Emergency Response field. Mr. Rayburn has 6 years in (NBC) Nuclear, Biological and Chemical Warfare in the U.S. Army and is also a veteran of the Gulf War. He has experience in UST, Sampling (water, soil, air, asbestos and mold) as well as vast remediation in these areas. Mr. Rayburn's background in pipeline, AST's, terminal and barge work consists of cleaning, pigging, installation and decommissioning. Darryl has over 5000 hours of Emergency Response Management on highway, rail and navigatable waters inside the U.S. He has written many reports and permit applications for air, water, hazardous waste, SPCC and Phase I site assessments. Mr. Rayburn has project managed multi-million dollar jobs and brings quality and confidence to TAS Environmental.

PERRY M. TAYLOR, Branch General Manager, has 15 years of experience in the environmental industry and brings his unparalleled knowledge in emergency response to the TAS team. Mr. Taylor utilizes his many certifications including but not limited to Hazardous Material Safety Training, Class B UST On-site Supervisor, and Tank Car Safety. He has been trained in Incident Commands, PID Training, Asbestos Abatement and Hazardous Materials Response, in addition to holding a CDL with Hazardous Materials endorsement. Perry's background includes supervising large-scale remediation projects, vacuum truck operations, air mover operations, hydro blasting, tank cleaning, industrial services, and confined space entry and rescue. Mr. Taylor has responded to and managed hundreds of highway incidents, in addition to Train Derailments, Chemical Transfers, and Spills on Waterways. The experience and training that Mr. Taylor brings to TAS Environmental is unmatched and we are proud to have him on our team.

JASON L. WRIGHT, Director of Operations Support, has over 16 years of applied Emergency Response and Environmental Remediation experience along with a bachelor's degree in Biology/ Chemistry. Mr. Wright holds numerous certifications including but not limited to NIMS/ ICS 100 – 300 to having Advanced Rail Car, Operator Qualification training. Jason's management influence has spanned the intercontinental United States, Canada, and Mexico and has involved train derailments, super-fund sites, facility explosions/fires, commercial/industrial incidents, aviation accidents, oil and gas incidents, and semi-truck accidents. His response and remediation experience has involved corrosives, toxic liquids/gases, flammable liquids, oxidizers, pyrophorics, NORM, and many non-hazardous products/wastes. Jason and his crews have successfully transferred bulk chemicals, unknown to be transferred in a field setting before. Mr. Wright's knowledge, detail oriented skills, and leadership allow him to effectively manage personnel and projects; as well as provide customers with a quality service from TAS.

Training certifications of all personnel expected to perform Services under this Contract will be provided upon award of contract. TAS Environmental Services L.P. (TAS) personnel will have all applicable training prior to performing Services under this Contract and will maintain current required refresher courses.

Training and safety programs are specifically detailed in our Health and Safety Manual. TAS's Health and Safety Manual (approximately 351 pages) will be made available upon request. TAS strictly performs operations, including waste transport and disposal coordination, in accordance with all local, state, and federal requirements.

ALL TAS personnel are trained in OSHA 40-hour HazWOper training and updated refresher training as specified in 29 CFR §1910.120(e)(3) and 49 CFR §1910.146 regarding Confined Space Rescue Entry/Operations. In addition, personnel receive applicable training in accordance with OSHA rules (29 CFR 1910), EPA Oil Spill Prevention and Oil Spill Response rules (40 CFR 112), Department of Transportation (DOT) Hazardous Materials Employee Training (49 CFR 171-180), and the Training Reference for Oil Spill Response prepared by the DOT (referenced in 40 CFR 112).

As an OSRO (0157), TAS complies with the PREP (Preparedness for Response Exercise Program) guidelines. These guidelines are established exercise requirements to ensure that personnel involved in equipment deployment and operation are adequately trained and that equipment is properly maintained and inspected.

TAS Environmental Services L.P. (TAS) typically provides operations & logistics for spill drills/exercises and equipment testing.

PROJECT:	**EMERGENCY OIL SPILL & HAZARDOUS MATERIALS RESPONSE SERVICES #301-03**		
PROJECT DESCRIPTION:	**Provide emergency response services 24 hours a day, 7 days a week, for but not limited to spill containment, free product recover, spill cleanup, and waste transportation and disposal.**		
OWNER/AGENCY:	**City of Garland/Garland Power & Light**		
YEAR BUILT:	**2003 - Current**	**ESTIMATED CONTRACT PRICE:**	**$100,000 / per year**
CONTACT PERSON	**Jeff English**		
PHONE:	**972-877-9155**		

PROJECT:	**EMERGENCY RESPONSE**		
PROJECT DESCRIPTION:	**Provide emergency response services 24 hours a day, 7 days a week, for but not limited to spill containment, free product recover, spill cleanup, and waste transportation and disposal.**		
OWNER/AGENCY:	**CoServ**		
YEAR BUILT:	**2004-Current**	**ESTIMATED CONTRACT PRICE:**	**$100,000 / per year**
CONTACT PERSON	**Dan Lemmons**		
PHONE:	**940-321-7879**		

PROJECT:	**EMERGENCY RESPONSE**		
PROJECT DESCRIPTION:	**Provide emergency response services 24 hours a day, 7 days a week, for but not limited to spill containment, free product recover, spill cleanup, and waste transportation and disposal.**		
OWNER/AGENCY:	**Texas New Mexico Power**		
YEAR BUILT:	**2006 - Current**	**ESTIMATED CONTRACT PRICE:**	**$50,000 / per year**
CONTACT PERSON	**Michael Prescott**		
PHONE:	**505-241-0627**		

PROJECT:	**EMERGENCY RESPONSE CONTRACT**		
PROJECT DESCRIPTION:	**Provide emergency response services 24 hours a day, 7 days a week, for but not limited to spill containment, free product recover, spill cleanup, and waste transportation and disposal.**		
OWNER/AGENCY:	**American Electric Power**		
YEAR BUILT:	**2011 –Current**	**ESTIMATED CONTRACT PRICE:**	**$50,000**
CONTACT PERSON	**Becky McJunkins**		
PHONE:	**903-234-7226**		

PROJECT:	**EMERGENCY SPILL RESPONSE**		
PROJECT DESCRIPTION:	**Provide emergency response services 24 hours a day, 7 days a week, for but not limited to spill containment, free product recover, spill cleanup, and waste transportation and disposal.**		
OWNER/AGENCY:	**GP&L**		
YEAR BUILT:	**2003-Current**	**CONTRACT PRICE:**	**$100,000 / per year**
CONTACT PERSON	**Jonas Whitehead**		
PHONE:	**972-205-3757**		

NAME OF CLIENT ORGANIZATION:	**UPS FREIGHT**		
BUSINESS ADDRESS:	**4240 INTERNATIONAL PARKWAY**		
BUSINESS CITY:	**CARROLLTON**		
BUSINESS STATE:	**TEXAS**	**ZIP:**	**75007**
CONTACT PERSON NAME:	**MICHELE RAWLEIGH**		
CONTACT PERSON TITLE:	**WEST REGION ENVIRONMENTAL COORDINATOR**		
PHONE NUMBER:	**972.360.2233 ATLAS 596**	**FAX:**	**972.360.2494**
EMAIL ADDRESS: mrawleigh@ups.com			
PROJECT TITLE:	**EMERGENCY RESPONSE**		
PROJECT DESCRIPTION:	**EMERGENCY RESPONSE – respond to spill releases for freight liners, tankers, loading docks and over the roadway**		
PROJECT START DATE:	**2005**	**PROJECT END DATE:**	**CURRENT**

NAME OF CLIENT ORGANIZATION:	**FEDEX FREIGHT**			
BUSINESS ADDRESS:	**1805 EAST 23RD STREET**			
BUSINESS CITY:	**LITTLE ROCK**			
BUSINESS STATE:	**AR**	**ZIP:**	**72206**	
CONTACT PERSON NAME:	**SUANNE VARDAMAN-ENGEL**			
CONTACT PERSON TITLE:	**ENVIRONMENTAL REGIONAL MANAGER**			
PHONE NUMBER:	**800.603.3828**	**FAX:**	**501.376.7252**	
EMAIL ADDRESS: suann.vardaman-engel@fedex.com				
PROJECT TITLE:	**EMERGENCY RESPONSE**			
PROJECT DESCRIPTION:	**EMERGENCY RESPONSE – respond to spill releases for freight liners, tankers, loading docks and over the roadway**			
PROJECT START DATE:	**2005**	**PROJECT END DATE:**	**CURRENT**	

NAME OF CLIENT ORGANIZATION:	**LOVES TRUCK STOP**		
BUSINESS ADDRESS:	**10601 NORTH PENNSYLVANIA AVENUE**		
BUSINESS CITY:	**OKLAHOMA CITY**		
BUSINESS STATE:	**OK**	**ZIP:**	**73120**
CONTACT PERSON NAME:	**MICHAEL KEY**		
CONTACT PERSON TITLE:	**DIRECTOR OF ENVIRONMENTAL AFFAIRS**		
PHONE NUMBER:	**405.302.6640**	**FAX:**	**405.834.7059**
EMAIL ADDRESS: MichaelK@loves.com			
PROJECT TITLE:	**EMERGENCY RESPONSE**		
PROJECT DESCRIPTION:	**EMERGENCY RESPONSE – for local fuel stations and terminals, over the roadways for tankers. Respond to fuel spills, releases, overflows and fires**		
PROJECT START DATE:	**2008**	**PROJECT END DATE:**	**CURRENT**

NAME OF CLIENT ORGANIZATION:	**HAZ-MAT ONE**			
BUSINESS ADDRESS:	**1203 – C SOUTH PARKER STREET**			
BUSINESS CITY:	**OLATHE**			
BUSINESS STATE:	**KS**	**ZIP:**	**66061**	
CONTACT PERSON NAME:	**TRAVIS HILLMER**			
CONTACT PERSON TITLE:	**DIVISION SUPERVISOR**			
PHONE NUMBER:	**800.229.5252 EXT 257**	**FAX:**	**913.782.6206**	
EMAIL ADDRESS: thillmer@haz-matresponse.com				
PROJECT TITLE:	**ROADWAY EMERGENCY RESPONSE**			
PROJECT DESCRIPTION:	**EMERGENCY RESPONSE - over the roadways for tankers and freight. Spill response, decontamination, and dock spill response**			
PROJECT START DATE:	**2005**	**PROJECT END DATE:**	**Current**	

NAME OF CLIENT ORGANIZATION:	**CUNNINGHAM & LINDSEY**		
BUSINESS ADDRESS:	**PO BOX 703689**		
BUSINESS CITY:	**DALLAS**		
BUSINESS STATE:	**TEXAS**	**ZIP:**	**75370**
CONTACT PERSON NAME:	**MARK LUEHRS**		
CONTACT PERSON TITLE:	**OPERATIONS MANAGER**		
PHONE NUMBER:	**214-448-5139**	**FAX:**	
EMAIL ADDRESS:	**mluehrs@cl-na.com / coastalmldfw@aol.com**		
PROJECT TITLE:	**MAYFIELD & HIGHWAY 360 – TANK ROLLOVER**		
PROJECT DESCRIPTION:	**EMERGENCY RESPONSE TO A GASOLINE TANKER ROLLOVER THAT IGNITED. Project involved; site mitigation, highway closure, initial site cleanup, sampling/boring, analytical, sire remediation (dig & haul), transportation, disposal and full site restoration. Approximately 1400 cubic yards of contaminated soil was transported for disposal.**		
PROJECT START DATE:	**SEPTEMBER 2008**	**PROJECT END DATE:**	**NOVEMBER 2008**

NAME OF CLIENT ORGANIZATION:	**UPS FREIGHT**		
BUSINESS ADDRESS:	**4240 INTERNATIONAL PARKWAY**		
BUSINESS CITY:	**CARROLLTON**		
BUSINESS STATE:	**TEXAS**	**ZIP:**	**75007**
CONTACT PERSON NAME:	**MICHELE RAWLEIGH**		
CONTACT PERSON TITLE:	**WEST REGION ENVIRONMENTAL COORDINATOR**		
PHONE NUMBER:	**972.360.2233 ATLAS 596**	**FAX:**	**972.360.2494**
EMAIL ADDRESS: mrawleigh@ups.com			
PROJECT TITLE:	**EMERGENCY RESPONSE**		
PROJECT DESCRIPTION:	**EMERGENCY RESPONSE – respond to spill releases for freight liners, tankers, loading docks and over the roadway**		
PROJECT START DATE:	**2005**	**PROJECT END DATE:**	**CURRENT**

PRIOR EXPERIENCE

TAS Environmental Services L.P. (TAS) has over 300 cumulative years of experience gained from responding to over 10,000 emergency responses and oil spills, TAS personnel ensure the prevention of conflict and regulatory penalties and control costs by handling each situation in a safe, professional, and conscience manner.

PRIOR RESPONSE CONTRACT EXPERIENCE

CITY OF AUSTIN/AUSTIN ENERGY
721 Barton Springs Road
Austin, Texas

Project Title: Annual Service Agreement for Emergency Remediation for Hazardous Materials Spills

Project description:

TAS Environmental Services, L.P. (TAS) performs spill site remediation and restoration for transformer (PCB and non-PCB), hydraulic and substation spills, and Generating Plants. Provide daily response coverage from the Austin office for transformer spills. Perform daily maintenance on environmental equipment.

Project Year/Duration: 2000 - 2011
Contact: Eric Stager
Telephone number: 512.322.6226

LOWER COLORADO RIVER AUTHORITY (LCRA)
P.O. Box 220
Austin, TX 78767

Project Title: Emergency Response and Remediation for Hazardous Materials Spills

Project description:

TAS Environmental Services, L.P. (TAS) performs spill site remediation and restoration for transformer (PCB and non-PCB), hydraulic and substation spills, and Generating Plants. Provide daily response coverage from the Austin office for transformer spills. TAS is the primer emergency response contractor for the LCRA.

Project Year/Duration: 2001 - Current
Contact: Danny Marrs
Telephone number: 512.473.3200

MAGELLAN PIPELINE
9301 Hwy 290 W
Austin, Texas

Project Title: Master Services Contract for Emergency Response, Remediation for Hazardous Materials Spills and Pipeline Maintenance

Project description:

TAS Environmental Services, L.P (TAS) acts as an in-house contractor for Longhorn Pipeline. TAS has three (3) full-time employees dedicated to Longhorn for a minimum of 40 hours per week, as well as a part-time liaison. TAS performs various maintenance duties, spill drills, site restoration, secondary containment installation, line evacuation, training, reporting, and on-call services for the pipeline, which transverses Texas from Houston to El Paso.

Project Year/Duration: 2004 - Current
Contact: Randy Hermes
Telephone number: 512.394.4003
Cost: 5k-20K, Varies

MARK WEST
3239 SW Loop
Carthage, Texas 75633

Project Title: Master Services Contract for Emergency Response, Remediation for Hazardous Materials Spills and Pipeline Maintenance

Project description:

TAS Environmental Services, L.P (TAS) performs emergency response. Spill site remediation and restoration services. Various locations in Arkansas, Louisiana and Texas.

Project Year/Duration: 2004 - Current
Contact: Lynn Griffin
Telephone number: jlgriffin@markwest.com
Cost: 5K-10K, Varies

SCHLUMBERGER
2675 Valley View Drive
Shreveport, LA 71108

Project Title: Master Services Contract for Emergency Response, Remediation for Hazardous Materials Spills and Pipeline Maintenance

Project description:

Over Turned Milk Truck:

Upon TAS crew arrival at the site, TAS' supervisor surveyed the immediate area to begin the development of a plan of action. It was determined that approximately 5,000 gallons of milk had been released during an accident involving a tractor trailer. Upon further investigating it was determined that the accident had occurred on the previous evening. The Fort Worth Fire Department had washed down the street and allowed the milk to enter the storm drains. A small amount of the milk had begun to enter into the Trinity River at the outfall off of Forest Park. TAS crews utilized vacuum trucks to intercept the product at the outfall area and an additional truck was placed two blocks up stream. TAS crews utilized a skid steer loader with a broom attachment to clear any remaining product/sand mixture from the roadway; this waste was placed into 55 gallon drums. Upon the completion of cleanup activities approximately 500 gallons of water was utilized to flush any remaining product in the storm drains.

Motor Oil Release:

Upon TAS crew arrival at the site, TAS' supervisor surveyed the immediate area to begin the development of a plan of action. It was determined that approximately 110 gallons of used motor oil was released from two 55 gallon drums. The motor oil traveled over the parking lot and down the driveway of the location. The motor oil continued to migrate down into the storm drain on East Rosedale St. and South Hughes St. TAS requested a pressure washer and a vacuum truck from the TAS - Fort Worth office to proceed with the clean-up. TAS used clay absorbent to capture the oil in the areas with heavy accumulation of motor oil while waiting on the additional equipment to arrive. Once the equipment arrived on site, TAS applied a degreasing surfactant to the affected area and began pressure washing. The wash water was recovered with the vacuum truck which was positioned at the storm drain on East Rosedale Street and South Hughes Street. The remaining 120 gallons of water in the pressure washer tank was drained and used to flush the storm drain. Petro-Clean Hydrocarbon Spill Control Liquid was also applied to the drain. The solution used to flush the storm drain was recovered approximately 150 ft. on East Rosedale Street where another storm drain was located.

Aviation Fuel Release:

TAS Environmental Services L.P. (TAS) dispatched a crew to the location for initial response and evaluation of the site. TAS surveyed the immediate area to begin the development of a plan of action. It was determined that approximately 7,650 gallons of aviation fuel was onboard an overturned cargo tanker. Liquid was observed leaking from the underside of the tank at an unknown source point. Prior to TAS arrival, Texas Department of Transportation (TxDOT) personnel had installed confinement earthen dams into the ditch downstream of the tanker. The vehicle and recovery vessel were both grounded and bonded and the damaged tanker was tapped for transfer. A total of approximately 2,637 gallons was recovered from the transfer. The pooled product located at the first earthen dam was also recovered, totaling approximately 1,767 gallons. The site was further examined and a total of five (5) access seep holes were exhumed to recover product seeping from the ditch. Using a vacuum truck TAS was able to recover approximately 1,800 gallons from these seep holes. Leaving approximately 1,446 gallons unaccounted, the impacted area was excavated to an approximate depth of three (3) feet. Heavy equipment was utilized to excavate and load roll-off containers with the impacted soil. The loaded roll-off containers were staged at nearby TxDOT yards pending transport and disposal. During the excavation activities, periodic grab samples were obtained and visually determine if the soil was impacted with aviation fuel (noting a change in color and odor in the impacted soil). Once acceptable depths were reached excavation activities ceased. A total of nine (9) soil samples were obtained from the excavation area for clearance purposes to be analyzed for Total Petroleum Hydrocarbons (TPH). In accordance with TxDOT directives for safety purposes, the excavation area was immediately backfilled upon obtaining samples for clearance. Due to impending darkness, backfill material ceased arriving onsite, therefore the excavation sidewalls were sloped.

On Saturday, February 16, 2008, a TAS supervisor returned to the site to meet with the customer representative as well as TxDOT officials to determine the status of the site restoration. TAS drivers continued to transport loaded roll-off boxes from the TxDOT yard to the TAS yard for profiling and disposal. Due to inclement weather expected to arrive later in the week, a TAS crew returned to the site on Monday, February 18, 2008 with equipment to bio-remediate the excavated area. Construction Service & Material (CSM) was contracted by Tideport Distributing to complete the site restoration. CSM equipment was utilized to till the excavated areas as two (2) slugs of 3% microbial solution were applied to assist in the breakdown of any residual hydrocarbons. Removal of the stock pile was scheduled for the following day.

A TAS supervisor returned to the site on Tuesday, February 19, 2008 to oversee the loading and transport of the remaining impacted material on site. TAS provided sixteen (16) end dump trailers and one (1) additional roll-off box to be loaded by CSM operators. Once all waste was removed from the site, a CSM operator commenced preparing the area for restoration. On Wednesday, February 20, 2008, a TAS crew mobilized to the site to seed the excavation site and apply erosion control matting. The rolls of matting and grass seed were

purchased by Tideport Distributing and delivered to the site. Upon arrival of the material, TAS personnel immediately applied the grass seed covering the excavation site as well as the area where the stock pile was previously staged. The area was then covered with the erosion control matting.

Upon receipt of the analytical at depth of the excavation area(s), it was determined that the initial impact area remained impacted at depth at three (3) sample locations. Due to the TxDOT directives to backfill immediately after excavation, bioremediation of the impacted areas was required. A TAS crew returned to the site on Wednesday, March 12, 2008 to commence remediation activities of the locations remaining impacted. Due to the completion of backfill and restoration activities and in an effort not to disturb the restored area, TAS personnel utilized an auger to drill approximately 10 to 15 bore holes ranging in depths between three (3) and five (5) feet across the impacted areas. Once the bore holes had been drilled, a microbial solution was cascaded across the area in an effort to insure hydrocarbon breakdown not only on the surface but also below grade. The microbial solution was allowed to infiltrate vertically through the bore holes. An additional treatment was introduced on Wednesday, March 19, 2008. On Thursday, March 27, 2008 samples were obtained from the treated areas and sample results determined that there was no further impact.

ADDITIONAL REFERENCES FOR PROJECTS:

1. Crude Oil Release, Location Specific Incident; Crystal City, Texas

TAS received the initial request at approximately 1930 hours on Monday, July 05, 2010 requesting a crew to the scene of a crude oil release which had occurred at a drill pad location in Crystal City, Texas.

TAS dispatched a crew to the location for initial response and evaluation of the site. The TAS crew arrived at the site at approximately 01:00 hours on July 06, 2010. The TAS supervisor met with onsite representatives (including the responsible party) to survey the immediate area and begin developing a plan of action. Approximately 145 barrels of crude oil was released from the rear valve of a Frac Tank. The release impacted a large area in an open field south of the Pad Site (herein defined as Zone 1), then trailed approximately 800 feet down gradient via a naturally occurring drainage depression that flowed toward a creek which contained standing water (herein defined as Zone 2).

Prior to the TAS crew arriving, the onsite personnel installed an earthen dam down gradient of the spill within the drainage depression to minimize the contaminant flow and contain the crude oil. Through discussion with onsite representative(s), decisions were made for TAS to apply sorbent pads to the puddled crude oil and wait until daylight to start removal of any contaminated material. At approximately 0930 hours on Tuesday, July 06, 2010; the TAS supervisor met with the onsite representative(s), Railroad Commission personnel, and the adjacent Landowner representative to discuss the plan of action for the day. It was determined that an excavation would commence immediately and the responsible party would order all equipment and personnel necessary for this task. Zone 1 and Zone 2 would be excavated simultaneously with an area designated for stockpiling. In addition, TAS ordered immediate delivery of 20 cubic yard roll-off boxes for containment of the soil impacted with crude oil. All equipment and personnel were mobilized, as discussed, and excavation activities commenced. Prior to TAS crew departing the jobsite Tuesday evening, a total of three (3) roll off-boxes had been loaded with soil impacted with crude oil and a stockpile was started.

On Wednesday, July 07, 2010; the TAS crew returned to the site to continue excavation activities. Throughout the day an additional eight (8) roll-off boxes were delivered to the site and loaded. Four (4) loaded boxes were transported offsite pending disposal. TAS personnel assisted the onsite representative(s) with the recovery of clearance and background samples in Zone 2. Prior to all crews departing the site, 6mil visquine sheeting was placed over the stockpile of contaminated soil in preparation for an anticipated rain event. In addition, absorbent boom was deployed through Zone 2.

TAS returned to the site on Thursday, July 08, 2010 to continue excavation activities. Throughout the day an additional two (2) roll-off boxes were delivered to the site, loaded and transported offsite pending disposal. TAS personnel continued assistance with the recovery of clearance and background samples in Zone 2. All recovered samples were transported to a third party environmental laboratory for analysis by the onsite representative(s). At approximately 1230 hours, a slight precipitation commenced thus excavation activities ceased. Additional

sorbent boom was deployed in Zone 1 due to the apparent visible oil sheen within the excavation. No additional work was conducted due to the consistent precipitation and crews demobilized from the site.

Upon arrival to the site on Friday, July 09, 2010 the TAS supervisor noticed standing puddles of water were present in the excavation of Zone 1 and Zone 2 with visible hydrocarbon sheen. Hydrocarbon specific sorbent pads were utilized in the recovery of the sheen from the puddles of water. Excavation activities did not occur due to precipitation. Additional visquine sheeting was placed over the stockpile and secured. The waste material was profiled and approved for disposal however the disposal facility could not accept the waste until dryer conditions existed. Due to the quantity of waste material in the stockpile and anticipated dry conditions at the disposal facility, bulk transport via end dumps trucks were scheduled for Monday, July 12, 2010.

TAS returned to the site on Monday, July 12, 2010 to continue excavation activities, and commence bulk loading and transport of contaminated material for disposal. Upon arrival and review of the site, the supervisor noticed that a copious amount of water impacted with crude oil was generated as a result of the crude oil leaching from the soil over the weekend's precipitation events. The responsible party coordinated the mobilization of a vacuum truck to recover all free liquids. Preliminary analytical results were provided for Zone 2 by onsite representative(s) which resulted in additional excavation anticipated in Zone 2. It was determined that TAS would conduct re-sampling of "hot spots" in Zone 2, and obtain clearance and background sampling in Zone 1. A total of 41 end dump loads of waste were transported offsite for disposal. In additional, six (6) roll-off boxes were transported for disposal.

On Tuesday, July 13, 2010; excavation activities, bulk loading and transport of contaminated material for disposal continued. TAS personnel commenced recovery of samples from the designated "hot spots" in Zone 2. In addition two (2) water samples were obtained from the standing water in the creek. A total of 35 end dump loads of waste were transported offsite for disposal. In additional, four (4) roll-off boxes were transported for disposal.

On Wednesday, July 14, 2010 the Zone 2 clearance samples were transported to Alamo Analytical Laboratories, Inc. in San Antonio, Texas for analysis. In addition, excavation activities, bulk loading and transport of contaminated material for disposal continued. As requested by the onsite representative(s), the mud-like material in Zone 2 was recovered for transport and disposal. Four (4) compliance samples were obtained from Zone 2 approximately 100 feet north, south, east and west of Sample Point SS1. A total of 37 end dump loads of waste were transported offsite for disposal. In additional, three (3) roll-off boxes were transported for disposal.

TAS returned to the job site on Thursday, July 15, 2010 to finalize excavation activities, bulk loading and transport of contaminated material for disposal. Visquine sheeting was placed on the Pad Site whereby all remaining soil impacted with crude oil was transferred from Zone 1. Final excavation was conducted in Zone 1 in preparation for clearance sampling. Once all material had been relocated, Zone 1 was measured and marked for sampling. A total of 23 clearance samples and three (3) background samples were obtained for analysis. In addition, the final 11 end dumps were loaded with waste and demobilized offsite for disposal.

On Friday, July 16, 2010, the clearance and background samples were transported to Alamo Analytical Laboratories, Inc. in San Antonio, Texas for analysis.

As a result of the sampling events, TAS personnel obtained a total of 48 samples. The samples included two water, seven back-ground, and forty-two (42) soil confirmation. Three of the soil confirmation samples were taken at the request of the onsite representative(s) on behalf of property owner in "previously contaminated areas of concern". The onsite representative(s) independently obtained a total of 30 soil samples consisting of five back-ground and twenty-five (25) confirmation samples. All of the sample media was analyzed for Total Petroleum Hydrocarbons (TPH), the Resource Conservation Recovery Act eight metals (RCRA 8), Volatile Organic Compounds (VOCs, Semi-Volatile Organic Compounds (SVOCs), and Chlorides. Additional analysis for Electric Conductivity (EC) and pH were obtained on select samples representing the spill area. Site diagrams depicting the locations of the samples obtained throughout the job are included in Appendix A of this report, labeled as "Site Diagrams". Copies of the laboratory's analytical reports are shown as Appendix B.

Per the Texas Railroad Commission (RRC) Permissible Closure Limits (PCL's), TPH values are less than 10,000 parts per million (ppm) in soil. All other values default to the Texas Risk Reduction Program's Tier I tables, which are established by the Texas Commission on Environmental Quality (TCEQ). The Tier I values are based on a residential 0.5 acre source area.

Chlorides (which do not have an established PCL within the Tier I tables) closure levels were established by Mr. Steve Graham, district office clean up coordinator, with the RRC. The values were set at less than 3,000 ppm given that the EC levels were less than 4 millimoles per centimeter (mmhos/cm). A summary of the analytical results can be found in Appendix C. The tables show chemicals of concern (COC) which resulted higher than the reporting limit, as well as the PCL. All of the analytical results show to have valued less than the PCL.

As a result of the above-mentioned activities, a total of 2,466 cubic yards of soil impacted with crude oil was generated. The waste was manifested and transported to Republic Services Tessman Road Landfill in San Antonio, Texas for disposal.

2. Diesel Fuel & Motor Oil Release, Transportation Related Incident; Lake Amistad, Texas

TAS Environmental Services L.P. (TAS) received the initial request at approximately 1340 hours on Sunday, April 25, 2010 requesting that a crew be dispatched to the scene of a diesel fuel and motor oil release which occurred from a transportation related incident located on Lake Amistad, Texas.

TAS dispatched a crew to the location for initial response and evaluation of the site. Upon TAS crew arrival at the site at approximately 1815 hours, a TAS supervisor met with the National Park Service (NPS) and the Texas Commission on Environmental Quality (TCEQ) to survey the immediate area to begin the development of a plan of action. It was determined that a freight transport truck/trailer was involved in an incident on the US Highway 90 Bridge at the west end

of Lake Amistad. The Truck/Trailer involved had traveled over the guardrail into Lake Amistad into water measuring approximately 35 feet in depth. As a result of the incident, the truck released motor oil and an unknown quantity of diesel fuel to the lake. The cargo inside the Trailer was reportedly spools of coated copper wire and the entire contents of the trailer were released to the bottom of the lake into approximately 35 feet of water. The National Parks Service utilized boats and personnel to deploy approximately 200 feet of containment boom and approximately 200 feet of sorbent boom to contain and/or absorb the diesel fuel and motor oil sheen on the water.

Assisted by the National Parks Service Boats and Personnel, TAS Response Personnel deployed an additional 100 feet of containment boom and an additional 560 feet of sorbent boom to assist in containing/absorbing the residual fuel and motor oil spilled to the surface of the lake. TAS further assisted the local wrecker service personnel in gathering the debris impacted with motor oil and diesel fuel from the shoreline and the surface of the lake. Once the truck and trailer were removed from the bottom of the lake by the wrecker service and the area was secured, TAS response personnel departed the site at approximately 2035 hours to return to the TAS San Antonio office.

A TAS crew returned to the site the following morning (Monday, April 26, 2010) with a boat and roll-off box for containment of diesel fuel and motor oil impacted absorbents and debris from the cleanup. TAS cleared the shorelines and surface of the lake of diesel fuel and motor oil impacted debris. All sorbent boom and containment boom was recovered from the lake. Excluding the debris at the bottom of the lake, the cleanup was visually approved by the National Park Service. TAS demobilized from the site and returned with a 20 cubic yard roll-off box containing approximately 18 cubic yards of absorbents and debris impacted with diesel fuel and motor oil.

On Monday, May 03, 2010, TAS mobilized to the site with underwater salvage personnel (commercial diving crew) and equipment to commence the underwater salvage/recovery. For seven (7) consecutive days (Monday, May 03, 2010 through Sunday, May 09, 2010), TAS coordinated and performed underwater recovery operations of the cargo and debris from the bottom of the lake. A crane-type truck was utilized for transfer of the recovered cargo from the water to roll-off boxes for containment. A total of two (2) roll-off boxes containing 36 cubic yards of debris were filled and then transported back to the TAS San Antonio office pending approval for disposal. On Sunday, May 09, 2010, the area was viewed and the final cleanup was approved by the National Park Service.

As a result of the above-mentioned response activities, one (1) roll-off box of waste was generated containing debris and absorbents impacted with motor oil and two (2) boxes containing spools of copper coated wire were generated for disposal. Upon profile approval, the waste was manifested and transported to Republic Waste Tessman Road Landfill in San Antonio, Texas for landfill disposal.

3. Diesel Fuel Release; Transportation Related Incident; Austin, Texas

TAS Environmental Services L.P. (TAS) received the request at approximately 1430 hours on Tuesday, July 28, 2009 requesting that a crew be dispatched to the scene of a diesel fuel release which occurred from a transportation related incident located on Highway 290 at William Cannon in Austin, Texas.

TAS dispatched a crew to the location for initial response and evaluation of the site. Upon TAS arrival at the specified location, a TAS supervisor met with Responsible Party and the City of Austin Representatives to survey the immediate area to begin the development of a plan of action. The incident occurred as a result of the concrete truck breaching the side rail of the bridge and coming to rest in a creek coming to rest at the concrete slope embankment of the bridge structure. It was determined that approximately 30 gallons of diesel fuel had been released, impacting a silt-like embankment under the Williamson Creek Bridge. TAS personnel deployed absorbent pads to recover pools of diesel fuel along the spill trail. The absorbent pads impacted with diesel fuel were recovered into 55-gallon drums for transport and disposal. Once the site was stabilized, absorbent boom was deployed at the outlet of the bridge as a preventative measure and the site was marked for underground utility line location prior to excavation activities. Upon completion of the response activities, TAS personnel demobilized from the site to return to the TAS office.

On Friday, July 31, 2009 TAS mobilized excavation equipment to conduct recovery of the silt-like media impacted with diesel fuel. The excavation area outside of the concrete bridge structure measured approximately 20 feet in width by 14 feet in length and to an approximate depth ranging from approximately 24 to 28 inches. Additional material was removed from under the concrete bridge structure. During the excavation activities, grab samples were periodically obtained to visually determine if the soil was impacted with diesel fuel (noting a change in color and odor in the impacted soil). Once acceptable depths were reached, excavation activities ceased. Two (2) clearance samples were obtained at depth for analysis. The site was backfilled and compacted in place as necessary. In addition, the drums of diesel fuel were consolidated into the roll-off box with the impacted soil. Upon completion of the response activities and upon stabilization of the site, TAS demobilized from the site to return to the TAS San Antonio office.

As a result of the above-mentioned activities, two (2) roll-off boxes containing approximately a total of 22 cubic yards of soil impacted with diesel fuel and absorbent pads impacted with diesel fuel was generated for disposal. Upon profile approval, the waste was manifested and transported to Republic Services Tessman Road Landfill in San Antonio, Texas for disposal.

4. Aviation Fuel Release; Tanker Roll-over; Temple, Texas

TAS Environmental Services L.P. (TAS) received the request at approximately 1015 hours on Thursday, February 14, 2008 requesting that a crew be dispatched to the scene of an aviation fuel release which occurred at the location described as Farm-to-Market (FM) 93, west of 31st Street in Temple, Texas.

TAS Environmental Services L.P. (TAS) dispatched a crew to the location for initial response and evaluation of the site. Upon TAS crew arrival at the specified location at approximately 2315 hours, a TAS supervisor surveyed the immediate area to begin the development of a plan of

action. It was determined that approximately 7,650 gallons of aviation fuel was onboard an overturned cargo tanker. Liquid was observed leaking from the underside of the tank at an unknown source point. Prior to TAS arrival, Texas Department of Transportation (TxDOT) personnel had installed confinement earthen dams into the ditch down stream of the tanker. The vehicle and recovery vessel were both grounded and bonded and the damaged tanker was tapped for transfer. A total of approximately 2,637 gallons was recovered from the transfer. The pooled product located at the first earthen dam was also recovered, totaling approximately 1,767 gallons. The site was further examined and a total of five (5) access seep holes were exhumed to recover product seeping from the ditch. Using a vacuum truck TAS was able to recover approximately 1,800 gallons from these seep holes. Leaving approximately 1,446 gallons unaccounted, the impacted area was excavated to an approximate depth of three (3) feet. Heavy equipment was utilized to excavate and load roll-off containers with the impacted soil. The loaded roll-off containers were staged at nearby TxDOT yards pending transport and disposal. At such point that it was unsafe to load roll-off boxes due to daylight constraints, the remaining material was stock piled onto poly sheeting. With inclement weather approaching the stock pile was covered and secured. During the excavation activities, periodic grab samples were obtained at depth to visually determine if the soil was impacted with aviation fuel (noting a change in color and odor in the impacted soil). Once acceptable depths were reached excavation activities ceased. A total of nine (9) soil samples were obtained from the excavation area for clearance purposes to be analyzed for Total Petroleum Hydrocarbons (TPH). In accordance with TxDOT directives for safety purposes, the excavation area was immediately backfilled upon obtaining samples for clearance. Due to impending darkness, backfill material ceased arriving onsite, therefore the excavation sidewalls were sloped. Once the excavation activities ceased and the stock pile was secure TAS personnel demobilized from the site.

On Saturday, February 16, 2008, a TAS supervisor returned to the site to meet with the customer representative as well as TxDOT officials to determine the status of the site restoration. Due to the overnight storms and ongoing precipitation TAS were unable to locate backfill, and activities were postponed until dryer conditions allowed crews to continue activities on site. TAS drivers, however, continued to transport loaded roll-off boxes from the TxDOT yard to the TAS yard for profiling and disposal. Due to inclement weather expected to arrive later in the week, a TAS crew returned to the site on Monday, February 18, 2008 with equipment to bio-remediate the excavated area. Construction Service & Material (CSM) was contracted directly by the Responsible Party to complete the site restoration. CSM equipment was utilized to till the excavated areas as two (2) slugs of 3% microbial solution were applied to assist in the breakdown of any residual hydrocarbons. Removal of the stock pile was scheduled for the following day.

A TAS supervisor returned to the site on Tuesday, February 19, 2008 to oversee the loading and transport of the remaining impacted material on site. TAS provided sixteen (16) end dump trailers and one (1) additional roll-off box to be loaded by CSM operators. Once all waste was removed from the site, a CSM operator commenced preparing the area for restoration. On Wednesday, February 20, 2008, a TAS crew mobilized to the site to seed the excavation site and apply erosion control matting. The rolls of matting and grass seed were purchased by the Responsible Party and delivered to the site. Upon arrival of the material, TAS personnel immediately applied the grass seed covering the excavation site as well as the area where the

stock pile was previously staged. The area was then covered with the erosion control matting. Upon the completion of these activities the TAS crew returned to the TAS Austin office.

Upon receipt of the analytical at depth of the excavation area(s), it was determined that the initial impact area remained impacted at depth at the sample locations described as East 1, East 2, and West 5. Due to the Texas Department of Transportation (TxDOT) directives to backfill immediately after excavation, bioremediation of the impacted areas will be required. A TAS crew returned to the site on Wednesday, March 12, 2008 to commence remediation activities of the locations remaining impacted. Due to the completion of backfill and restoration activities and in an effort not to disturb the restored area, TAS personnel utilized an auger to drill approximately 10 to 15 bore holes ranging in depths between three (3) and five (5) feet across the impacted areas. Once the bore holes had been drilled, a microbial solution was cascaded across the area in an effort to insure hydrocarbon breakdown not only on the surface but also below grade. The microbial solution was allowed to infiltrate vertically through the bore holes. An additional treatment was introduced on Wednesday, March 19, 2008. On Thursday, March 27, 2008 samples were obtained from the treated areas and sample results determined that there was no further impact.

As a result of the above-mentioned response and excavation activities, approximately 959 cubic yards of soil impacted with aviation fuel was generated and transported for disposal as follows:

- Approximately 100 cubic yards of waste transported via roll-off boxes by S&M Vacuum & Waste to CSC Republic Landfill in Avalon, Texas;
- Approximately 320 cubic yards of waste transported via end dump trailers by Zizzo Trucking Inc. and MSW Trucking to CSC Republic Landfill in Avalon, Texas;
- Approximately 40 cubic yards of waste transported via roll-off boxes by TAS (Fort Worth) to CSC Republic Landfill in Avalon, Texas;
- Approximately 100 cubic yards of waste transported via roll-off boxes by Pulido Trucking to Republic Seabreeze Environmental Landfill in Angleton, Texas;
- Approximately 150 cubic yards of waste transported via roll-off boxes by Phoenix Environmental Services to Republic Seabreeze Environmental Landfill in Angleton, Texas;
- Approximately 129 cubic yards of waste transported via roll-off boxes by TAS (San Antonio) and Maldonado to Allied Waste Industries (AWI) Tessman Road Landfill in San Antonio, Texas; and
- Approximately 120 cubic yards of waste transported via roll-off boxes by Grones Environmental Services to CSC Republic Landfill in Avalon, Texas.

5. Diesel fuel, Hydraulic Oil & Motor Oil Release; Crane Incident; Smithville, TX

TAS Environmental Services L.P. (TAS) received the initial request at approximately 1530 hours on Wednesday, July 30, 2008 requesting that a crew be dispatched to the scene of a diesel fuel, hydraulic oil and motor oil release which occurred as a result of an overturned crane at the location described as the Smithville River Bridge on Business Highway 71 in Smithville, Texas.

TAS dispatched a crew to the location for initial response and evaluation of the site. Upon TAS crew arrival at the site, TAS' supervisor surveyed the immediate area to begin the development of a plan of action. It was determined that approximately 60 gallons of a mixture of diesel fuel, hydraulic oil and motor oil was released from an overturned crane. A TAS supervisor met with the Responsible Party, to discuss the plan of action with respect to response activities in conjunction with existing site/accident activities. The Responsible Party requested that TAS remain onsite anytime the crane was moved at a standby capacity for recovery of hydrocarbons. TAS crew deployed approximately 300 feet of containment boom via boat down stream of the crane in the Smithville River. In addition, approximately 400 feet of eight (8) inch absorbent boom and approximately 200 feet of five (5) inch absorbent boom were also deployed for recovery of the hydrocarbons actively seeping from the crane. Absorbent pads were utilized to recover the hydrocarbons in the area directly around the crane. Once the site was stabilized, TAS personnel demobilized from the site to return to the TAS Austin office arriving at approximately 2400 hours.

On Thursday, July 31, 2008, TAS personnel returned to the site and deployed an additional 300 feet of containment boom via boat down stream of the crane in the Smithville River. An additional 480 feet of eight (8) inch absorbent boom and 140 feet of five (5) inch absorbent boom were also deployed and utilized to absorb and contain the hydrocarbons in the water. TAS personnel remained onsite on standby and demobilized upon request to return to the TAS Austin office at approximately 2030 hours.

On Friday, August 01, 2008, TAS personnel were onsite as standby for water rescue with the boat for the Crane Rentals crew during attempts to lift and remove the crane from the river. Additional hydrocarbons were released during attempts to lift and remove the crane, which were contained by the containment and sorbent boom. Absorbent pads were utilized to recover the hydrocarbons from the surface of the water as released. Attempts to lift and remove the crane were unsuccessful. Upon completion of the day's activities, TAS personnel returned to the TAS Austin office at approximately 2000 hours.

On Saturday, August 02, 2008, TAS personnel added approximately 80 feet of eight (8) inch absorbent boom to the area of highest flow velocity in the Smithville River via boat and then remained on standby for the remainder of the day, returning to the TAS Austin office at approximately 2000 hours.

On Sunday, August 03, 2008, TAS personnel replaced approximately 200 feet of eight (8) inch absorbent boom in the river via boat. Once the Crane Rentals crew removed the crane from the river, the leakage around the crane site was cleaned up with absorbent pads. A section of the eight (8) inch absorbent boom was removed from the river and the containment boom was cut loose and tied to the river bank. The remainder of the five (5) inch absorbent boom and eight (8) inch absorbent boom was secured to the end of the gravel bank where the crane was initially sitting in order to open the river to traffic per the direction of the Lower Colorado River Authority (LCRA). TAS personnel returned to the TAS Austin office at approximately 2000 hours.

On Monday, August 03, 2008, TAS personnel replaced approximately 160 feet of eight (8) inch absorbent boom and approximately 160 feet of five (5) inch absorbent boom. The containment boom was removed from the river and recovered onto the boom trailer. The boat and boom trailers were returned to the City of Bastrop Fire Department. A portion of the impacted sorbent boom and pads were transported to the TAS San Antonio office and recovered into a 20-cubic yard roll-off box for transport and disposal. TAS personnel returned to the TAS Austin office at approximately 1700 hours.

On Friday, August 08, 2008, TAS personnel returned to the site to remove the remainder of the absorbent boom from the river and transported to the TAS San Antonio office for recovery into the roll-off box.

As a result of the above-mentioned response activities, one (1) 20-cubic yard roll-off box of waste was generated containing absorbent boom and absorbent pads impacted with a mixture of diesel fuel, hydraulic oil and motor oil. Upon profile approval, the waste was manifested and transported to Allied Waste Industries (AWI) Tessman Road Landfill in San Antonio, Texas for disposal.

In addition, to the above-mentioned response activities to environmental incidents, TAS may provide site-specific training to facilities with respect to the following:

- OSHA 40-hour HazWOper training and updated refresher training as specified in 29 CFR §1910.120(e)(3)
- 49 CFR §1910.146 regarding Confined Space Rescue Entry/Operations
- Training in accordance with OSHA rules (29 CFR 1910), EPA Oil Spill Prevention and Oil Spill Response rules (40 CFR 112), Department of Transportation (DOT) Hazardous Materials Employee Training (49 CFR 171-180), and the Training Reference for Oil Spill Response prepared by the DOT (referenced in 40 CFR 112)

TAS also has experience with participating and coordinating spill drills for facilities. Drills include Tabletop drills and full-scale Spill Response Drills. Due to confidentiality of our clients and their facilities, specific details regarding spill drill participate, coordination, and/or facilitation cannot be provided at this time in the context of this Response. If details are necessary, open discussions may be conducted with respect to details regarding past experience with spill drills.

LICENSES & PERMITS

United States Department of Transportation (USDOT)

Motor Carrier Registration	US DOT 1290854
Motor Carrier Registration Hazardous Materials	062110551038ST

United States Environmental Protection Agency (USEPA)

PCB Waste Hauler	TXR000051283

Interstate Commerce Commission
Motor Carrier

Hazardous Material and Freight ICC Single State	MC501983-P

IFTA & TXIRP Registered States

Arkansas
Kansas
Louisiana
Oklahoma
Texas — IFTA TXIRP

State Permits

Arkansas	Hazardous Material Transporter	H-1508-C
Oklahoma	Hazardous Material Transporter	UPM-01290584-OK
Texas	TX Department of Transportation Unified Carrier Registration	005936059C
Texas	Asbestos Transporter	400352
Texas	TCEQ Transporter Solid	87605
Texas	TCEQ Sludge Transporter CN602779142 RN104517636	23629
Texas	Railroad Commission P-5 Waste Hauler Oil & Gas Permit	4195
Louisiana	Solid Waste Transporter	T-015-13054

State Licenses

Louisiana State Licensing Board for Contractors 51354
Specialty: Hazardous Waste Treatment Or Removal
Specialty: Hazardous Materials Site Remediation
Texas Asbestos Abatement Contractor 800822

Form 2290	Heavy Highway Vehicle
Form BOC-3	Broker Permit
Form E	Certification of Insurance
Form MCS-90	Endorsement for Insurance
NMFTA	Standard Alpha Code TEVM
MCS 150	

LICENSE & PERMITS
PHOTOSTATIC COPIES

*** TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ***
Notice of Registration
Industrial and Hazardous Waste

This registration does not constitute authorization of any waste management activities or facilites listed below. The registration reflects hazardous and/or industrial waste generation and management activities for which the registrant has provided notification. Requirements for solid waste management are provided by Texas Administrative code section 335 of the rules of the Texas Commission on Environmental Quality (TCEQ). Changes or additions to waste management methods referred to in this notice require written notification to the TCEQ.

Solid Waste Registration Number: 87605 EPA Id: TXR000081288

The Solid Waste Registration Number provides access to computerized and filed information pertaining to your operation. Please refer to that number in any correspondence.

Company Name: TAS Environmental Services LP
Site Name: TAS Environmental Services LP
Site Location: 3929 California Pkwy E, Fort Worth, TX
Contact: Brant, Kevin

Region: 4
County: 220 Tarrant
Title: Resource Coordinator

Initial Registration Date: 11/09/2004
Last Amendment Date:
Last Data MCR Computer update: 12/18/2004
Phone: 817-535-7222

Mailing Address: 3929 California Pkwy E
Fort Worth, TX 76119-7340

Site Street Address: 3929 California Pkwy E
Fort Worth, TX 76119-7340

Registration Status: Active
Registration Type: Transporter
Transporter Type: For hire
Transport Mst Class: 1 2 3 H

Business Description: Emergency Response for environmental spills.

NAICS Code: 562998 All Other Miscellaneous Waste Management Services
Tax Identification #: [redacted]
Handler Status:

Operator Information
Name: J. Salzer
Phone: 817-535-7222
Address: 3929 California Pkwy E
Fort Worth, TX, 76119-7340

Owner Information
Name: J. Salzer
Phone: 817-535-7222
Address: 3929 California Pkwy E
Fort Worth, TX, 76119-7340

As of 12/18/2004 - the next unassigned sequence number for WASTES is 0001 and
the next unassigned sequence number for UNITS is 001.

Section 335, Chapter 81 of the Texas Administrative Code specifies the notification, record keeping, manifesting and reporting requirements for hazardous and industrial solid wastes.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2006-2007

Registrant: TAS ENVIRONMENTAL SERVICES, L.P.
Attn: RAY MARKLE
3929 CALIFORNIA PARKWAY, EAST
FT.WORTH, TX 76119

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 061906 551 093O **Issued: 6/20/2006** **Expires: 6/30/2007**

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-60, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, telephone (202) 366-4109.

Alliance for Uniform HazMat Transportation Procedures
Uniform Program Credentials

ALLIANCE FOR UNIFORM HAZMAT TRANSPORTATION PROCEDURES

T.A.S. ENVIRONMENTAL SERVICES LP
3929 CALIFORNIA PKWY E
FT WORTH TX 76119

USDOT #	01290554
MC #	501963
EPA ID #	TXR000091253
Intrastate Motor Carrier # (if assigned by state):	121452

Phone Number to call in case of an accident or emergency: (888) 654-0111

Uniform Program ID:	UPM-01290554-OK
Certified By:	*SHERRI TWIDWELL*
Date Issued:	02/28/2006 Expiration Date: 03/01/2007
Issuing Agency:	Oklahoma Corporation Commission
Agency Phone Number	405-521-2915

OKLAHOMA CORPORATION COMMISSION

... permission to use our list of process agents for the express purpose of obtaining authority with the Federal Highway Administration and the required filing use of the Single State Registration System. Unless written permission is given, all other uses of our process agents are strictly forbidden (as ... Statutory Corporate Registered Agents).

FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF MOTOR CARRIERS

DESIGNATION OF AGENTS - MOTOR CARRIERS, BROKERS AND FREIGHT FORWARDERS

DOCKET NO. MC- MC501983

DATE 10/06/04

FULL AND CORRECT NAME AND ADDRESS OF MOTOR CARRIER, BROKER OR FREIGHT FORWARDER

TAS Environmental Services, L.P.
3925 California Parkway, East
Ft. Worth TX 76119

NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON →

CARRIER TELEPHONE NO. 8175357232

INSTRUCTIONS: Regulations governing the designation of persons upon whom process may be served are prescribed in 49 C.F.R. 366, as amended. An agent must be designated for each state in or through which the carrier, broker or freight forwarder operates, each person, association, or corporation designated must reside in the state for which designated; a carrier, broker, or freight forwarder may designate himself/herself for the state in which he/she resides; and, state officials may be designated only if such official ... agreement to so act is furnished with this designation.

NOTE: A Post Office Box is NOT ACCEPTABLE as an agent's address.

FILE THE ORIGINAL signed copy with the FHWA, OMC, Licensing & Insurance Division, HIA-30, 400 Virginia Ave., SW. Washington, DC 20024. One signed copy should be filed with each State in or through which the operation is conducted; and one copy should be retained by the carrier, broker or freight forwarder.

CHANGES in designation may be made only by filing with the FHWA, a new Form BOC-3. Copies of new designations need to be sent only to those states affected by the change or new filing. Either INDIVIDUAL or BLANKET designations may be made.

INDIVIDUAL DESIGNATIONS

Pursuant to Section 13303(a) and 13304(a) of the *ICC Termination Act of 1995*, the carrier, broker or freight forwarder named above hereby designates the following named individuals upon whom service of notices by the Secretary or service of process issued by any court in any action against the carrier, broker or freight forwarder may be served in the state named. *Show agent's name, address (P.O. Box NOT acceptable), City, and Zip Code for each state in which operations are conducted.*

ALABAMA (251)433-4111 Scott McNeill 1350 Dauphin Street, Mobile, 36604	**HAWAII** (808)533-6628 Gareth Sakakida 2850 Pali Street, Suite 204, Honolulu 96819
ALASKA (907)272-1497 Rex Lamont Butler 745 W. 4th Ave., Suite 300, Anchorage 99501	**IDAHO** (208)362-3020 Don Hendrikson 4240 Bett Loop, Meridian, 83642
ARIZONA (602)266-2224 Hammond & Tobler, P.C. 1212 East Osborne Rd., Phoenix 85014-5531	**ILLINOIS** (630)573-5021 Daniel C Sullivan 122 W. 22nd St., Ste. 350, Oakbrook 60521
ARKANSAS (501)377-0319 Charles Baker 120 E. 4th St., Little Rock 72201-2893	**INDIANA** (317)637-1777 Norman R. Garvin 10 W. Market Street, Suite 1500, Indianapolis 46204
CALIFORNIA (650)573-9500 Ronald C. Chauvel 951 Mariner's Island Blvd., Ste 630, San Mateo 94404-1561	**IOWA** (712)277-3477 Brandt K. Washburn 617 S. Lewis Blvd., Sioux City, 51106
COLORADO (303)940-5335 Charles J. Kimball 5400 Ward Road, Bldg III, Suite 150, Arvada 80002	**KANSAS** (785)357-0333 Benoit M.J. Swinnen 115 SE 7th St., Topeka, 66603
CONNECTICUT (203)853-7997 Gregory Kimmel 9 Morgan Avenue, Norwalk 06851	**KENTUCKY** (502)223-1200 William D. Kirkland 300 State Nat'l Bank Bldg, Ste 500, Frankfort 40601
DELAWARE (302)425-3600 Michael W. Modica 715 N. King St., Suite 300, Wilmington 19899	**LOUISIANA** (225)926-0430 Robert V. McAnelly Suite 101, Corp. Centre, 5757 Corp. Blvd., Baton Rouge 70808
DISTRICT OF COLUMBIA (202)663-8000 Shaw Pittman 2300 N St NW, Washington 20037	**MAINE** (207)947-3326 Lawrence A. Lunn 107 Columbia St., Bangor 04401-6315
FLORIDA (305)936-8844 Marvin I. Moss 20801 Biscayne Blvd, Ste 506, N. Miami Beach 33180-1480	**MARYLAND** (301)279-5553 Joseph R. Whaley 600 E. Jefferson St., Jefferson Plaza Suite 202, Rockville, 20850
GEORGIA (770)967-4427 R. Kelley Minter 5318 Railroad Ave., Flowery Branch 30542	**MASSACHUSETTS** (617)482-4828 Justin Kennedy 132 Lincoln St., Suite 2R, Boston, 02111

(Continued on Reverse Side)

INDIVIDUAL (Continued)

MICHIGAN (248)362-1358 John Bryant 801 West Big Beaver, 5th Floor, Troy 48084	OKLAHOMA (918)[illegible] Sam G. Bratton Suite 500, 320 S. Boston Av[illegible] Tulsa 74103
MINNESOTA (651)454-5800 Paul O. Taylor 4151 Knob Drive, Suite 205, Eagan 55122	OREGON (503)224-4840 Russell M. Allen 190 SW Harrison Street Port[illegible] 97201
MISSISSIPPI (601)845-2519 Cecile May 724 Old 49 South, Florence, 39073	PENNSYLVANIA (717)232-7661 James D. Campbell 3631 North Front Street, Har[illegible]sburg 17110-1533
MISSOURI (816)781-6000 Kurt King 20 E. Franklin, Liberty 64068-1704	RHODE ISLAND (401)847-7580 Frank Holbrook 122 Touro St., Newport 0284[illegible]
MONTANA (406)248-8955 Karen Hinman 1224 Hwy 87 E., Billings, 59101	SOUTH CAROLINA (864)582-4865 O. Doyle Martin 300 E McBee Ave., Ste. 500, Greenville 29601
NEBRASKA (402)494-2223 Randy Hisey 920 West 21st, P.O. Box 1080, S. Sioux City 68776	SOUTH DAKOTA (605)335-8840 Robert W. Rasmussen 4109 S. Elmwood Place, Sioux Falls, 57105
NEVADA (702)786-5776 Newel B. Knight Suite 330, 401 Ryland St., Reno 89502	TENNESSEE (865)922-2516 Karen Shoffner 3948 Fountain Valley Drive, Knoxville, 37918
NEW HAMPSHIRE (603)595-0999 James Kaklamanos 374 Main St., Nashua 03060	TEXAS (713)827-1199 E. M. Powell Suite 207, 3303 Main, Houston 7[illegible]002
NEW JERSEY (201)[illegible]-4480 Blake S. Davis 27 Molly Stark Dr., Morristown 07960	UTAH (801)625-0960 Michael F. Olmstead Suite 102, 2650 Washington Blvd., Ogden 84401
NEW MEXICO (505)623-3469 Jean Rouse 5401 Cactus Avenue, Roswell 88201	VERMONT (802)775-3368 Herbert G. Ogden 92 Center Street, Rutland, 0570[illegible]
NEW YORK (716)[illegible] Thomas C. Farley, Jr. Chapel Park Villa, 7008 Erie Road, Derby 14047	VIRGINIA (877)722-8059 Patrick Malloy 3433 Lee Hwy, Troutville, 241[illegible]5
NORTH CAROLINA (704)435-6834 Ann Self 1606 E. Church St., Cherryville, 28021	WASHINGTON (206)325-6639 Michael Duppenthaler 1609 McGilvra Blvd. East, Seattle 98112
NORTH DAKOTA (701)775-8146 Ralph F. Carter, Esq. 219 S. 3rd Street, Grand Forks, ND 58206-5159	WEST VIRGINIA (304)345-1396 Joe Boggs 1703 Woodvale Dr., Charleston 25314
OHIO (937)[illegible] Robert Bostick Talbot Tower, Suite 233, 131 N. Ludlow St., Dayton 45402	WISCONSIN (920)667-4151 Lavonne Hendrick N6808 Hwy A, Fremont 54940
	WYOMING (307)635-7900 Bert T. Ahlstrom, Jr. 1615 House Ave., P.O. Box 133 Cheyenne, 82003

BLANKET DESIGNATION

If you have made arrangements with an association or corporation to use the blanket designations on file with the FMCSA, OMC, insert the association or corporation's name in the following paragraph:

Pursuant to Section 13303(c) and 13304(c) of 49 U.S.C., the carrier, broker or freight forwarder named as well as the [illegible] hereby designates those persons named in the list of process agents on file with the FMCSA

[illegible]

Process Agent Service Company, Inc.

FMCSA ID# 23

4100 S. Elmwood Plaza, P.O. Box 1065, Sioux Falls, SD 57101-1035, Phone: (800)[illegible]-[illegible]840, Fax (207)[illegible]-1945

and any subsequently filed revisions thereof, for the states in which this carrier, broker or freight forwarder is or will be authorized to operate, including states traversed in the course of such operations, except those states for which individual designations are stated.

Form BOC-3

TR 5

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. 125 E. 11TH STREET AUSTIN, TEXAS 78701-2483 (512) 463-8585

REGISTRATION RECEIPT - Truck

TX Dept. of Transportation
Post Office Box 12984
Austin, TX 78711-2984
(800) 299-1700

Print Date: 09/23/2005
Effective: 01/01/2006 Expires: 12/31/2006
Receipt No: TR0248358 (Initial Order)

This receipt authorizes this motor carrier to operate in the following states:

**********,AR(00002),LA(00004),OK(00002),
TX(00012),**********

In accordance with Public Law 104-88, this receipt (evidencing compliance with FHWA registration regulations) must be carried in the vehicle cab and may not be altered. Alteration will result in confiscation and penalties.

ICC Nbr: MC 501983

TAS ENVIRONMENTAL SERVICES, L.P.

3929 CALIFORNIA PARKWAY EAST .
FT WORTH, TX 76119

Form RS-3

Mail to:

TAS ENVIRONMENTAL SERVICES, L.P.
3929 CALIFORNIA PARKWAY EAST
FT WORTH, TX 76119

TX 5

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. 125 E. 11TH STREET AUSTIN, TEXAS 78701-2483 (512) 463-8585

REGISTRATION RECEIPT - Truck

TX Dept. of Transportation
Post Office Box 12984
Austin, TX 78711-2984
(800) 299-1700

Print Date: 09/23/2005
Effective: 01/01/2006 Expires: 12/31/2006
Receipt No: TRM248358 (Initial Order)

In accordance with Public Law 104-88, this receipt (evidencing compliance with FHWA registration regulations) must be carried in the vehicle cab and may not be altered. Alteration will result in confiscation and penalties.

This receipt authorizes this motor carrier to operate in the following states:

*********,AR(00002),LA(00004),OK(00002),
TX(00012),*********

ICC Mbr: MC 501983
TAS ENVIRONMENTAL SERVICES, L.P.

3929 CALIFORNIA PARKWAY EAST .
FT WORTH, TX 76119

Form RS-3

Mail to:

TAS ENVIRONMENTAL SERVICES, L.P.
3929 CALIFORNIA PARKWAY EAST
FT WORTH, TX 76119

TX 5

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. 125 E. 11TH STREET AUSTIN, TEXAS 78701-2483 (512) 463-8585

REGISTRATION RECEIPT - Truck

TX Dept. of Transportation
Post Office Box 12984
Austin, TX 78711-2984
(800) 299-1700

Print Date: 09/23/2005
Effective: 01/01/2006 Expires: 12/31/2006
Receipt No: TRM248358 (Initial Order)

This receipt authorizes this motor carrier to operate in the following states:

**********,AR(00002),LA(00004),OK(00002),
TX(00012),**********

In accordance with Public Law 104-88, this receipt (evidencing compliance with FMCA registration regulations) must be carried in the vehicle cab and may not be altered. Alteration will result in confiscation and penalties.

ICC Nbr: MC 501983

TAS ENVIRONMENTAL SERVICES, L.P.

3929 CALIFORNIA PARKWAY EAST
FT WORTH, TX 76119

Form RS-3

Mail to:

TAS ENVIRONMENTAL SERVICES, L.P.
3929 CALIFORNIA PARKWAY EAST
FT WORTH, TX 76119

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
October 25, 2004

PERMIT

MC-601669-P
TAS ENVIRONMENTAL SERVICES, L.P
FT. WORTH, TX

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Angel Sebastian, Chief
Information Systems Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO

Due to system maintenance, the web site will not be available from 8:30 AM to 8:30 AM EST on Saturday, October 2, 2004.

MCS-150 Confirmation

The USDOT number assigned is: 1280654

The Carrier Pin assigned is: 8H33FR0C

This application seeking federal registration to operate in interstate commerce or an intrastate operation has been approved.

As a "New Entrant," the FMCSA will continue to evaluate the safety management practices through a safety audit and monitor the on-road performance prior to granting motor carriers permanent registration. Motor carriers must maintain minimum safety standards and continue to comply with Federal Motor Carrier Safety Regulations (FMCSRs) and applicable Hazardous Materials Regulations (HMRs) in order to continue operating in interstate commerce during and after the 18-month period. Failure to comply with these requirements may result in the revocation of the USDOT Registration operating authority.

A follow-up letter will be mailed to all interstate commerce operations within a few days, explaining FMCSA Regulatory Registration requirements.

Generate MCS-150

Please click here to obtain a copy of the FMCSA marking rule.

Click here to obtain a copy of the FMCSA Biennial update requirements.

Please click here to obtain a copy of the FMCSA marking rule for Intrastate Hazardous Materials motor carriers and Intrastate Non Hazardous Materials Carriers.

Modify 150 Data

September 30, 2004

Close

United States Department of Transportation - Federal Motor Carrier Safety Administration

MOTOR CARRIER CERTIFICATE OF REGISTRATION

Certificate of
Registration No: 0059380590

Date issued: 3/11/2005

TAS ENVIRONMENTAL SERVICES, L. P.
3929 CALIFORNIA PARKWAY EAST
FT WORTH, TX 76118

Having fulfilled the application requirements of the Department of Transportation (TxDOT) relating to the registration of commercial motor carriers, this Certificate of Registration is hereby granted to:

TAS ENVIRONMENTAL SERVICES, L. P.
3929 CALIFORNIA PARKWAY EAST
FT WORTH, TX 76118

This Certificate of Registration authorized TxDOT's issuance of an insurance cab card identifying each Commercial motor vehicle registered with TxDOT.

This Certificate of Registration is not transferrable.

VOID IF ALTERED

TAS-EN

WASTE MANAGEMENT PLAN

CHAPTER 1: INTRODUCTION

1.1 ROLE AND PURPOSE

This Solid Waste Management Plan (Plan) for the *(Generator and/or Responsible Party)* was prepared to provide long-term guidance for the management of non-hazardous and hazardous waste generated at this facility. This Plan has been developed in accordance with all local, state and federal requirements, as necessary. This document may be updated as necessary and remain as a working document.

1.2 MINIMUM CONTENTS OF PLAN

To summarize, this solid waste management plan contains:

- An inventory of existing waste streams (Appendix 1)
- A program for the development of solid waste management that meets all applicable regulations
- A comprehensive waste reduction and recycling element that provides for reduction of waste quantities

1.3 GOALS AND OBJECTIVES OF THE PLAN

The program strives to improve the quality of human life through waste reduction, recycling and reuse. This Plan is also based on the following general goals:

- Define "solid waste" & "hazardous waste"
- Manage solid wastes in a manner that promotes:
    - waste reduction;
    - recycling, with source-separation of recyclables as the preferred method;
    - incineration, landfill or other waste disposal methods of separated waste streams.
- Minimize adverse impacts on the environment and preserve public health through sound solid waste management operating procedures.
- Ensure that adequate storage capacity exists and understand storage timeframes.

CHAPTER 2: SOLID WASTE GENERATION & MANAGEMENT

The management of solid waste is governed by local, state and federal regulations. The legal definition of a solid waste is defined as follows:

- A "solid waste" is any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material. The definition includes solid, liquid, semisolid, or contained gaseous material. These wastes can result from industrial, commercial, mining, and agricultural operations, and from community activities. The term does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flow or industrial discharges which are point sources under the Clean Water Act.

The legal definition of a hazardous waste is defined as follows:

- The term "hazardous waste" means a solid waste, or combination of solid waste, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitate in reversible, illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of.

Based on the definitions provided above, it should be noted that a hazardous waste must first be a solid waste. Because a waste must first meet the definition of a solid waste, a hazardous waste determination must be made (See Chapter 3) by the generator.

As a waste generator, the *(Generator and/or Responsible Party)* must understand that a generator classification must be determined. Each generator category has specific generation, accumulation and storage requirements and corresponding time limits. Knowledge of the generator category enables the *(Generator and/or Responsible Party)* to ensure that the quantity of waste generated, how the waste is accumulated and storage time limits, etc., comply with local, state and federal requirements.

Hazardous waste generator categories are as follows, including waste accumulation timeframes:

- **Large Quantity Generator (LQG)**
  - An LQG generates greater than or equivalent to 1,000 kg/month (2,205 lbs) of hazardous waste in any single month
  - There is no limit to the amount of hazardous waste that may be stored on-site
  - An LQG may accumulate hazardous waste on-site for no more than 90 days

- **Small Quantity Generator (SQG)**
  - An SQG generates more than 100 kg/month (220 lbs) but less than 1,000 kg/month (2,205 lbs) of hazardous waste in any single month
  - An SQG may only generate less 1 kg/month (2.2 lbs) of an acute hazardous waste
  - An SQG may not accumulate or store more than 6,000 (13,228 lbs) kg of hazardous waste on-site
  - An SQG may accumulate hazardous waste on-site for up to 180 days

- **Conditionally Exempt Small Quantity Generator (CESQG)**
  - An CESQG generates less than 100 kg/month (220 lbs) of hazardous waste in any single month
  - An CESQG may only generate less 1 kg/month (2.2 lbs) of an acute hazardous waste

- An CESQG may not accumulate or store more than 1,000 kg (2,205 lbs) of hazardous waste on-site
- An SQG may accumulate hazardous waste on-site indefinitely as long as the total accumulation does not exceed 1,000 kg (2,205 lbs) of hazardous waste on-site

The changing of a hazardous waste generator category when any of the following occurs:

- The amount of hazardous waste generated in a month exceeds the definition for the generator's current category
- The amount accumulated on-site exceeds the limits for the generator's current category
- The accumulation time for the generator's current category is exceeded

A generator who exceeds the generation quantity amounts for any one month must comply with the regulations for the new category during the time the waste generated at the higher level is on-site. When a generator moves up to a higher category, all the requirements of the higher generation category must be met immediately.

Waste Packaging

Proper packaging of hazardous waste is necessary to ensure safe transportation from point of origin to ultimate disposal. The selection of appropriate containers helps prevent leaks and spills that may result in human exposure or environmental release during material handling, storage and transport. Determination of waste container type is based primarily on the chemical characteristics of the waste contained, waste generation rate, and disposal method. Containers holding hazardous waste must always be closed during storage or accumulation, except when it is necessary to add or remove waste.

Labeling

To ensure that required information concerning the contents and hazards of the container are documented and communicated, waste containers must be properly labeled. Labeling requirements are based on the intended disposition of the container.

Recordkeeping and Reporting

Hazardous waste generators are required to create, provide and maintain records that track waste from generation to ultimate disposal. The purpose of obtaining, maintaining and preserving these documents is to ensure that waste is properly managed and regulatory compliance requirements are met. The information and documentation is also useful in determining and potentially avoiding liability if the waste becomes involved in Superfund action through the transporter or disposal facility.

Contrary to minimum regulatory requirements, maintaining the required recordkeeping and documentation permanently, is a prudent management practice.

Records include, but are not limited to, Universal Hazardous Waste Manifests and/or Non-hazardous Waste manifests, Land Disposal Notification/Certifications (for

hazardous waste shipments only), Exception reports, Disposal Facility Profile Approvals, and Waste Analytical Results. Recordkeeping includes record retention of all records associated with hazardous and non-hazardous waste disposal.

CHAPTER 3: SOLID WASTE IDENTIFICATION/DETERMINATION

3.1 INTRODUCTION

The Generator is responsible for the characterization and classification of their waste stream(s). In determining a waste stream's classification, a generator may use *process knowledge* and/or *analytical testing*. Process knowledge is the knowledge about how the waste was produced and handled and other information based on operating experience. Analytical testing is information about a waste provided from laboratory analysis. Waste classification must be properly documented in a written and/or electronically stored format that is reasonably accessible and easily reproducible. The first step in classifying your waste is referred to as "making a *hazardous waste determination*."

3.2 WASTE DETERMINATION

The waste determination will determine how and where (i.e. landfill, incinerator, etc.) the waste will be properly disposed. A hazardous waste determination is made based on the following questions:

- Is the waste a listed hazardous waste in accordance with 40 CRF §261?
- Does the waste exhibit any of four (4) characteristics: ignitability, corrosiveness, reactivity, or toxicity?
- Is the waste toxic?

3.2.1 Listed Hazardous Waste Determination

The EPA lists some 400 hazardous wastes. Descriptions of listed waste are found in 40 CFR Part 261, Subpart D, Sections 261.31–33. These wastes are often referred to as follows:

- "F" listed waste (waste from nonspecific sources, Section 261.31);
- "K" listed waste (wastes from specific sources, Section 261.32);
- "P" listed waste (unused acutely hazardous off-specification materials as well as container residues and spill residues of these materials, Section 261.33);
- "U" listed waste (unused toxic hazardous off-specification materials as well as container residues and spill residues of these materials, Section 261.33).

3.2.2 Characteristic Hazardous Waste Determination

Wastes may be hazardous if they display any of four characteristics: ignitability, corrosiveness, reactivity or toxicity.

3.2 .3 Ignitability

Wastes that are hazardous because they may ignite include the following:

- Liquid wastes (other than those aqueous waste containing less than 24 percent alcohol by volume) that have a flash point less than 60OC (140OF). (The test method is the Pensky-Martens closed cup tester, using the test method specified in ASTM Standard D-93-79 or D-93-80, or a Setaflash closed cup tester, using the test method specified in ASTM Standard D-3278-78.)
- Non liquid wastes that, under standard temperature and pressure, are capable of causing fire through friction, absorption of moisture, or spontaneous chemical changes and, when ignited, burn so vigorously and persistently that they create a hazard.
- Wastes that meet the definition of an ignitable compressed gas (see 49 CFR Section 173.300).
- Wastes that meet the definition of an oxidizer (see 49 CFR Section 173.151).

3.2.4 Corrosiveness

Wastes that are hazardous because they are corrosive include the following:

- Aqueous wastes with a pH of 2 units or below or of 12.5 units or above;
- A liquid wastes that corrode steel at a rate greater than 6.35 mm (0.250 inches) per year.

3.2.5 Reactivity

A waste is considered reactive if it meets any of the following conditions:

- It is capable of detonation or explosive decomposition or reaction at standard temperature and pressure, if subjected to a strong ignition source, or if heated under confinement.
- When mixed with water, it is potentially explosive, reacts violently, or generates toxic gases or vapors.
- If a cyanide or sulfide-bearing waste is exposed to pH conditions between 2 and 12.5, it can generate enough toxic gases, vapors, or fumes to present a danger to human health or the environment. Generally, if a waste generates **250** ppm or more of reactive cyanides or **500** ppm or more of reactive sulfides, it is considered a reactive waste. (It should be noted that these levels of reactive compounds are just guidance. Each waste must be evaluated for reactivity on a case-by-case basis).
- It is normally unstable and readily undergoes violent change without detonating.
- It is a forbidden explosive (as defined in 49 CFR 173.51, or a Class A explosive as defined in 49 CFR 173.53).
- It is a Class B explosive (see 49 CFR Section 173.88).

3.2.6 Toxicity

A waste is toxic if the toxicity characteristic leaching procedure (TCLP) shows that a representative sample from the waste contains one or more constituents at or above the levels listed in Table 3-1. The TCLP is described in EPA Method 1311 (SW-846).

For the purpose of this document, analytical testing should be utilized for disposal coordination with respect to "unknown" chemicals. Please note that it is up to the discretion of the disposal facility to accept the waste based on information provided regarding the waste.

3.2.7 Non-Hazardous Waste

If a waste is not listed as hazardous waste or does not exhibit any of the hazardous waste characteristics, it is a non-regulated (non-hazardous) waste. It is important to note that non-regulated and non-hazardous does not mean that a waste does not exhibit any characteristics that could be harmful to human health or environment. Therefore, it cannot be assumed that these wastes can be disposed via the sanitary sewer, or with other solid wastes.

3.2.8 Universal Waste

The Universal Waste Rule offers alternatives to the otherwise applicable regulations for managing the following types of waste:

- batteries as described in 40 CFR 273.2;
- pesticides as described in 40 CFR 273.3;
- mercury-containing equipment as described in 40 CFR 273.4;
- lamps as described in 40 CFR 273.5, and
- PPRW as described in 30 TAC 335.262 (b).

The Universal Waste Rule defines two (2) categories of universal waste handlers:

- Large quantity handlers of universal waste are those facilities that accumulate 5,000 kg or more total of universal waste (calculated collectively) at any time
- Small quantity handlers of universal waste are those facilities that do not accumulate 5,000 kg or more total of universal waste at any time

All handlers of universal waste are allowed to accumulate universal waste for no longer than one (1) year from the date the universal waste was generated. All handlers of universal waste must label or the mark the universal waste to identify type of universal waste. These requirements are:

- Universal waste batteries
  - "Universal Waste – Battery(ies)" or
  - "Waste Battery(ies)" or
  - "Used Battery(ies)"
- Universal Waste Pesticides
  - "Universal Waste – Pesticide(s)" or
  - "Waste – Pesticide(s)"
- Universal Waste Thermostats
  - "Universal Waste – Mercury Thermostat(s)" or
  - "Waste Mercury Thermostat(s) or
  - "Used Mercury Thermostat(s)"
- Lamps
  - "Universal Waste – Lamp(s)" or
  - "Waste Lamp(s)" or

- "Used Lamp(s)"

- PPRW
  - "Universal Waste – Paint and Paint Related Waste" or
  - "Paint and Paint Related Waste"

CHAPTER 4: WASTE DISPOSAL METHODS

The disposal method(s) anticipated to be coordinated will be based on the waste determination as described in the aforementioned section(s). Disposal methods/technologies available for disposal of hazardous and non-hazardous waste streams include, but are not limited to:

- Direct Landfill
  - Solidification
  - Macroencapsulation
  - Microencapsulation
  - Metals stabilization
  - Chemical oxidation
- Wastewater Treatment
  - Chemical oxidation and reduction
  - Acid/Base neutralization
  - Chemical precipitation of metals
  - Flocculation
  - Filtration
  - Carbon adsorption
  - Supercritical fluid extraction
  - Biological treatment
  - Oil/Water separation
  - Stabilization through encapsulation
- Destruction Incineration
- Stabilization
- Fuels Blending (recycling technology)
- Solvent Recovery (recycling technology)
- Oil Recovery (recycling technology)
- Recycling

CHAPTER 5: WASTE REDUCTION

5.1.1 Introduction

Waste reduction is accomplished by changing behavior so that new habits or practices are developed that generate less waste. Reusing a product, buying materials in bulk to reduce packaging waste, and/or reselling, are typical examples of waste reduction practices.

The basic methods for waste reduction are:

- Decrease the amount of material used to produce or package products.

- Increase the durability or lifetime of products.
- Reuse products for their original or compatible purposes.
- Reduce consumption by using alternatives (product substitution) that generate less waste.

As mentioned above, reducing the toxicity of waste products is sometimes defined as a fifth waste reduction method. Waste reduction programs are also closely related to recycling programs.

5.1.2 Goals and Objectives for Waste Reduction

Waste reduction is the preferred method for managing solid waste. By decreasing the amount of waste that must be disposed of, waste reduction programs decrease the costs and environmental problems associated with waste collection, processing, and disposal. The primary waste reduction goal is to reduce the amount of waste generated, where possible.

5.1.3 Waste Reduction Methods

Various methods for waste reduction may include, but are not limited to:

- **Purchasing Control:**
  - Review of chemical purchases to ensure that appropriate materials and quantities are purchased. This helps to prevent purchasing too much of a material or material of the wrong type that could become a regulated waste.
- **Periodic Inventory Evaluation:**
  - Evaluation of laboratory reagents for current use, transfer to virtual stockroom or disposal.

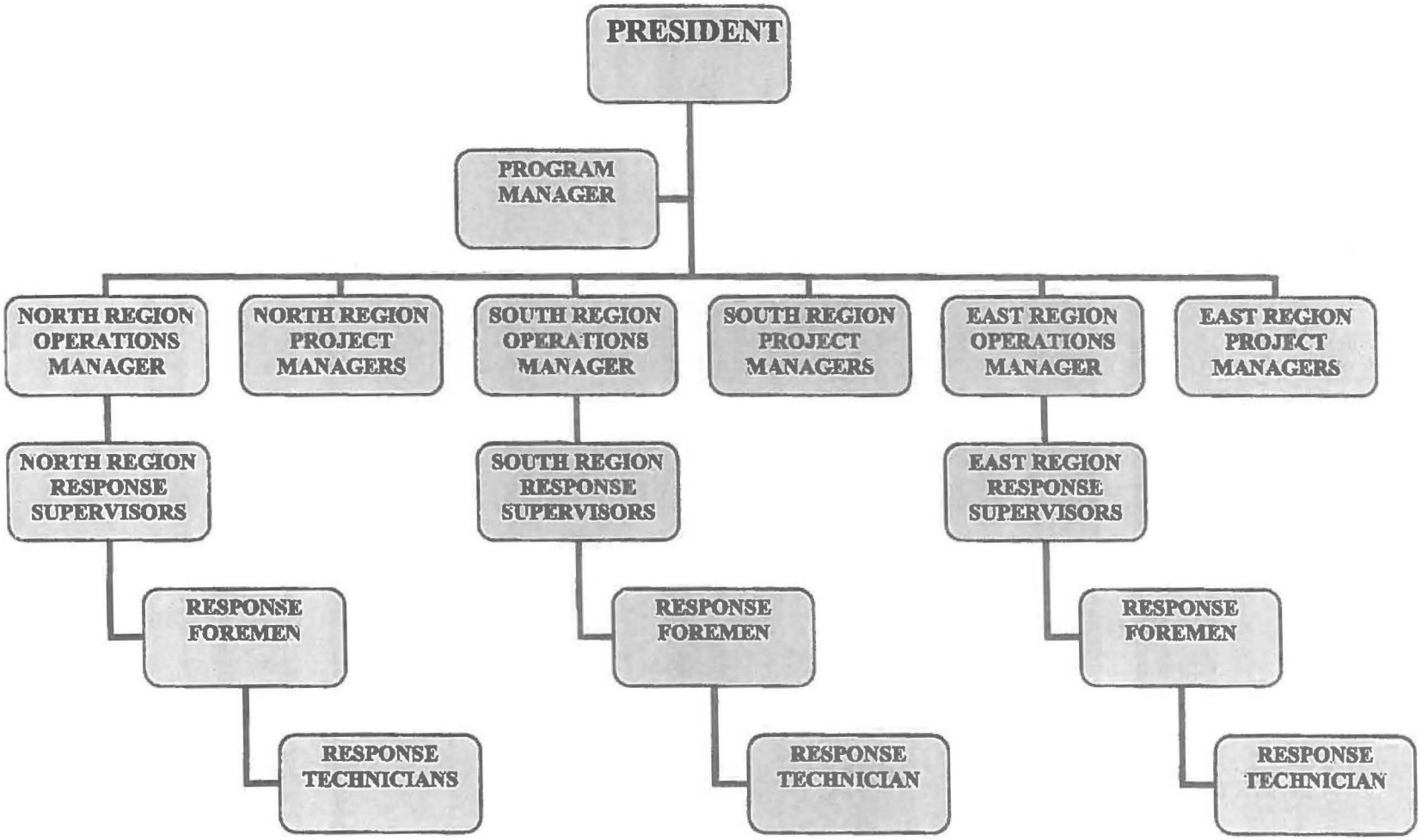
As new strategies are identified, evaluated and implemented, this section will be updated to reflect methods currently available and in use.

MANAGEMENT AND ORGANIZATION

The Quality Assurance/Quality Control Program is necessary for obtaining and maintaining the quality assurance and quality control criteria to meet all objectives of a work plan. The Program clearly defines the purpose and objectives for how activities will be conducted in a methodical manner to achieve the quality assurance goals established.

The importance of QA/QC Program to the organization is that it is a key element in emergency response activities and operations. The QA/QC Program ensures that all emergency response activities comply with the applicable local, state and federal regulations and good practice. The Program also ensures compliance with data management and completion of Work Orders.

TAS Environmental Services L.P. (TAS) organization, as a company, is as follows:



QA/QC of report will typically be provided by the TAS Project Manager and/or his/her designee in an effort to validate all data prior to finalizing the Final Report.

The Program Manager shall be responsible for maintaining a complete and effective project team by formally requesting the addition or substitution of personnel and subcontractors. The Program Manager must review all Final Reports and all invoices before submittal.

Project Managers will supervise all response activities and be the contact person for all issues regarding those activities. The Project Managers shall have at least a minimum of four (4) years of experience (involving a minimum of 10 emergency response incidents) in incident response activities, site cleanup and disposal and implementing Health and Safety Plans, and two (2) years must be direct on-scene field experience and must include managing and supervising multi-disciplinary (professional and laborer) chemical cleanup or response personnel. TAS Region Operations Manager may be designated as Project Managers in addition to the Region Project Managers.

Response Supervisors and Response Foremen shall have at least a minimum of four (4) years or more of direct on-scene experience (involving a minimum of 10 projects) in chemical cleanup activities which include response equipment operation, field construction, and equipment malfunction trouble-shooting and repairs, and two (2) years of the required experience must include supervising other personnel.

Response Technicians shall have two (2) years of experience in performing assignments that are normally standardized, such as operating response equipment, operating testing or remediation equipment of moderate complexity, constructing components, troubleshooting malfunctioning equipment, making simple repairs, and collecting samples. OSHA standards for an environmental technician may be substituted with sufficient documentation that demonstrates that the substituted experience is equivalent. When collecting samples of soils, surface water, ground water or air, the Response Technician will have adequate experience with collecting samples of these media and will follow sampling protocols established by TCEQ or EPA Technical Guidance Documents, or by a site-specific QAPP or project plan.

Additional personnel not previously listed above include, but are not limited to:

- Technical Specialists (Geologists/Engineers/Chemists/Biologist)
- Explosives Technician
- Health and Safety Officer
- Radiation Safety Officer
- Certified Industrial Hygienist (CIH)
- Translator (Spanish/English)
- Laborers
- Administrative Staff

Additional personnel will be required on an as needed basis as directed by the Program Manger, Project Manager, or designee.

DOCUMENTATION

All documentation produced and received for each project shall become a part of the record for that project. This includes, but is not limited to, Work Order/Work Plan, Daily Work Tickets, log books, field notes, drawings, analytical results, waste disposal documentation, etc.

Generated project documentation shall be reviewed for completeness, adequacy and correctness. The results of testing and observations shall be reviewed for acceptance by the Project Manager, or designee. During the duration of the project, the Project Manager, or designee, is responsible for maintaining and storing copies of all QA/QC documentation.

EQUIPMENT CALIBRATION

Measuring and testing equipment shall be calibrated at the most frequent of the following:

- Annually, or
- As per the manufacturer's recommended calibration frequency, or
- At the standard frequency practiced in the engineering profession.

Before using measuring and testing equipment on the project, the Project Manager, or designee, shall verify that the calibration documentation is valid.

FIELD SAMPLING QA/QC

This section is a summary of the field QA/QC program, covering identification and description of control parameters used during field operations, acceptance criteria for each parameter controlled, and corrective actions required for field or laboratory personnel in the event control limits are exceeded.

Control Parameters

During sampling activities, three (3) types of field QA/QC samples will be collected, as follows:

- Four (4) types of field QC samples will be collected during the entire investigative effort. Water used for blanks will have analytical data or a manufacturer's certification that verifies the quality of the water and shows it to be free of analytes and contaminants that may interfere with the required laboratory analyses. The water's electrical conductivity will be less than 1.0 u mhos/cm (at 25°C). Type II reagent-grade water will be purchased and stored only in glass or Teflon containers with Teflon caps or cap liners.

- **Trip Blanks**
  - One (1) blank will accompany every cooler shipped to the laboratory which contains soil and/or water samples to be analyzed for VOCs. A

trip blank is a VOC sample bottle filled in the laboratory with type II reagent-grade water, transported to the site, handled like a sample, and returned to the laboratory for analysis. If there is more than one (1) sampling team, only one (1) team will carry a trip blank to the sampling locations. Trip blanks will not be opened in the field. This blank will be analyzed for VOCs only. The sample ID for trip blanks will be FIELDQC. The sample type will be TB numbered sequentially starting with 1 (e.g.TB1).

- **Equipment Blanks**
  - One (1) equipment blank will be collected for every 20 soil or groundwater samples taken. An equipment blank is type II reagent-grade water that is poured onto the sampling device, transferred to a sample bottle, and transported to the laboratory for analysis. This blank will be subjected to all laboratory analyses requested for environmental samples at the site at which the blank is collected. The sample ID will be FIELDQC. The sample type will be EB, numbered sequentially starting with 1 (e.g., EB1).

- **Field Duplicate Samples**
  - One (1) field duplicate will be taken for every 10 environmental samples collected. A field duplicate is one (1) of two (2) samples collected independently at a sampling location during a single act of sampling. Both the sample and its duplicate will be analyzed for the same constituents in the laboratory.

- **MS and MSD Samples**
  - One (1) set of MS/MSD samples will be collected for every 20 soil, water, and sediment samples taken. MS and MSD samples each require the same sample volume that the environmental sample requires. The sample type is MS for the matrix spike, and SD for the matrix spike duplicate and numbered sequentially starting with 1 (e.g., MS1 and SD1).

- **Standard Reporting Units**
  - The following standard reporting units will be used during phases of the project:

    - PID readings will be reported to 0.2 parts per million (ppm),
    - Temperature will be reported to the nearest 0.5° C,
    - pH readings will be reported to the nearest 0.1 standard unit,
    - Conductivity readings will be reported to the nearest 0.1 u mhos/cm,
    - Water level measured in wells will be reported to the nearest 0.01 foot, and
    - Soil sampling depths will be reported to the nearest 0.1 foot.

In addition, the following samples will be collected for laboratory QA/QC:

1. One (1) trip blank will accompany every cooler of soil and water samples sent to the laboratory for the analysis of volatile organic compounds. The trip blank will be analyzed for VOCs only.

2. One (1) equipment rinsate blank will be taken by for every 20 environmental samples collected. This blank will be analyzed for the same chemical constituents as all environmental samples collected at the site.

3. Field duplicates will collected at a rate of one (1) for every 10 environmental samples. Duplicate samples will be analyzed for the same constituents as the original in the laboratory.

4. One set of MS/MSDs will be collected at a rate of one (1) set for every 20 environmental samples.

Monitoring instruments used in field activities will be calibrated, adjusted, and maintained according to the manufacturer's specifications at specific intervals to maintain accuracy within necessary limits. The field equipment calibration, adjustment and maintenance procedures and schedules are discussed as follows:

- The following sections describe the equipment used in the field to measure specified parameters, procedures for equipment calibration, maintenance and decontamination. Field measurements may be made using the MiniRAE2000 Photo ionization Detector and Organic Vapor Analyzer.
    - **MiniRAE2000 Photo ionization Detector and Organic Vapor Analyzer** Monitoring for total organic vapors and gases in the field will be conducted using the MiniRAE2000 PID. The MiniRAE 2000 measures up to 10,000 ppm organic vapors in the air.

- During surface soil sampling or drilling of soil and/or monitoring well borings, the PID will be used periodically to monitor the breathing zone, drill cuttings, borehole and undisturbed core samples. All readings made with the PID will be recorded either in the field logbook or directly on the field boring logs.

- The PID will be calibrated according to the user's manual at least once a day, prior to use in the field. The standard calibration gas for the PID is isobutylene (C_4H_8), which may be obtained in canisters from an environmental sampling equipment supplier.

- **Field Equipment Calibration:** Before use, field monitoring instruments will be calibrated on a schedule according to the manufacturer's specifications. The operator must ensure that the equipment is in good working order and functioning properly. All calibration activities will be noted in a calibration logbook.

- **Equipment Maintenance:** Equipment to be used during field sampling will be examined to certify that it is in proper operating condition. This includes checking the manufacturer's operating manual and the instructions for each instrument to ensure that all maintenance requirements are being observed. Field notes for previous sampling trips will be reviewed so that the notations on any prior equipment problem are not overlooked and all necessary repairs to equipment have been carried out. Equipment, instruments, tools, gauges, and other items requiring preventive maintenance will be serviced in accordance with the manufacturer's specified recommendations and written procedures developed by the operators. Manufacturer's procedures identify the schedule for servicing critical items in order to minimize the downtime of the measurement system. It will be the responsibility of the operator to adhere to the maintenance schedule and to arrange any necessary and prompt service as required. Service to the equipment, instruments, tools, gauges, etc., will be performed by qualified personnel. In the absence of any manufacturer's recommended maintenance criteria, a maintenance procedure will be developed by the operator based upon experience and previous use of the equipment. Logs will be established to record maintenance and service procedures and schedules. All maintenance records will be documented and traceable to the specific equipment, instruments, tools, and gauges.

- **Instrument Decontamination:** Instrument decontamination will be performed on equipment that comes in direct contact with soil or water samples.

Equipment calibration and maintenance will be documented in the field logbook.

Control Limits Field Sampling Plan

This section specifies the methods used to collect and document the samples collected from the site. Samples will be collected for various purposes including planning and confirmation and will be documented accordingly.

Record Keeping

Field Logbooks

All information (except drill logs) pertinent to field activities (including instrument calibration data) will be recorded daily in program-numbered and project-designated field logbooks. These books will be bound, and pages will be consecutively numbered. Entries in the logbook will be made in ink, and each page will be signed and dated. At a minimum, the following information will be included in the field logbooks:

- Name and title of author, date and time of entry, and environmental conditions during field activity;
- Location of sampling activity;
- Name and title of field crew;
- Summary of equipment preparation procedures including the lot numbers,

manufacturer, and expiration dates of buffer and standard solutions used for field instrument calibration;
- Sample media (surface water, soil);
- Sample collection method;
- Number and volume of sample(s) taken and sample identification numbers;
- Date and time of collection;
- Sample distribution (laboratory);
- Field observations;
- Any field measurements made such as temperature;
- Health and safety information such as personnel air monitoring, heat or cold stress monitoring data, upgrades or downgrades of personnel protective equipment, and the reasons for such upgrades or downgrades; and
- All sample document, such as dates and methods of sample shipments and sampling handling (preservation).

In addition, the following observations about each sample collected will be recorded in the logbooks as appropriate:

- Sample depth,
- Color and physical description,
- Type(s) of laboratory analyses requested, and
- Any changes in sampling locations (also to be indicated on annotated maps).

In summary, sufficient information will be recorded in the field logbooks during field activities to permit reconstruction of the sampling event without reliance on the collector's memory.

If an error is made, the individual will make corrections simply by crossing a line through the error, initialing, dating, and entering the correct information. The erroneous information should not be obliterated. The person who made the entry should correct any subsequent error discovered on an accountable document. All corrections must be initialed and dated.

Geological Logs

All drill logs will subscribe to the following requirements:

- Logs will be prepared in the field as borings and wells are drilled by a qualified, experienced geologist, soil scientist, or hydrologist. The preparer will sign each log.
- All log entries will be printed. Photo reproductions will be clear and legible. Illegible or incomplete logs will not be accepted.
- Borehole depth information will be from direct measurements accurate to 0.1 foot.
- Logs will be prepared on the attached sheets or similar boring or drilling log.
- All relevant information blanks in the log heading and log body will be completed. If surveyed horizontal control is not available at the time of drilling, location sketches referenced by measured distances or prominent surface features will be shown on or attached to the log.

- Log scale will be approximately 1 inch = 1 foot for soil borings.
- Each and every material type encountered will be described in the log form.
- Unconsolidated materials will be described as follows:
  - Descriptive USCS classification,
  - Consistency of cohesive materials or apparent density of non cohesive materials,
  - Moisture content assessment, e.g., dry, moist, wet,
  - Color, and
  - Other descriptive features (bedding characteristics, organic materials, macrostructure of fine-grained soils, e.g., root holes, fractures, etc.).
- Rock materials will be described in accordance with standard geologic nomenclature for:
  - Rock type,
  - Relative hardness,
  - Texture,
  - Color,
  - Weathering,
  - Bedding,
  - Fractures, joints, bedding planes, and cavities, including any filling materials if present, and
  - Other descriptive features (fossils, pits, crystals, etc.).
- Stratigraphic or lithologic changes will be identified by a solid horizontal line at the scale depth on the log's classification section which corresponds to measured borehole depths at which changes occur, measured and recorded to the nearest 0.1 foot. Gradational transitions, changes identified from cuttings, or methods other than direct observation and measurement will be identified by a horizontal dashed line at the appropriate scale depth based on the best judgment of the logger.
- Logs will clearly show the depth intervals from which all samples are retained.
- Logs will identify the depth at which water is first encountered, the depth to water at the completion of drilling, and the stabilized depth to water. The absence of water in borings will also be noted. Stabilized water level data will include time allowed for levels to stabilize.
- Logs will show borehole and sample diameters and depths at which drilling or sampling methods or equipment change.
- Logs will show total depth of penetration and sampling. The bottom of the hole will be identified on the log by solid lines from margin to margin with a notation as to the total depth drilled.
- Logs will show drilling fluids used, if necessary, including:
  - Source of water,
  - Drill fluid additives by brand and product name, and mixture proportions, and
  - Type of filter for compressed air.
- Logs will identify any intervals of hole instability.
- Intervals of lost bedrock core will be shown. Intervals of intact soil sampling attempts will also be noted, including depths from which attempts were made and length of sample recovered from each attempt. Bedrock coring information will be recorded in consecutively numbered runs and will include the following:
  - Depth to top and bottom of each core run, and
  - Length of core recovered from each run.

- Any special drilling or sampling problems will be recorded on logs, including descriptions of problem resolutions.
- Logs will contain all other information relevant to a particular investigation, including but not limited to:
- Odors,
- PID measurements or other field screening or test results, and
- Any observed evidence of contamination in samples, cuttings, or drilling fluids.